

Group Safari Terms & Conditions

USER AGREEMENT

Terms and conditions effective from 01st October 2018.

UBON Safari / Gazelle Safaris is an independent limited company incorporated in England (company number 8306294) whose registered office is at 1276/1278 Greenford Road, Greenford, Middlesex, UB6 0HH.

We are bespoke safari / holiday specialists and travel organisers. Our business operates out of the United Kingdom ('UK') and our services are as advertised.

All bookings are made with UB ON Safari, a UK based limited liability company and the owner of all of its advertised experience itineraries ("UBON Safari," "we," or "us").

By booking an experience with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking (individually, "Participant," and collectively, "Participants"), and direct us to perform services for each and every Participant.

The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you the Participant ("you" or "your") and UBON Safari with respect to any and all bookings, reservations, experiences, or transactions made with UBON Safari.

All Participants must be 18 years of age or older to participate in a UBON Safari Group Safari experience/s unless they are accompanied by an adult.

PLANNING YOUR TRIP

Our aim is to give you value for money and provide the right advice and guidance to your dream holiday. Call us on +44 (0) 203 198 0484 or email us on: info@ubonsafari.com or simply request a [call-back](#)

INSURANCE

It is compulsory that all Participants obtain comprehensive travel insurance before the Safari begins.

Travel insurance must cover personal effects, injury, medical treatment, repatriation, and evacuation expenses, including helicopter rescue and air ambulance internationally. It is recommended that travel insurance also address personal property and trip cancellation coverage.

Trip cancellation insurance may be the only means of receiving reimbursement for flights and other non-refundable expenses relating to getting to out-of-country destinations where UBON Safari trips may be held, should a UBON trip be cancelled for any reason, whether voluntarily by you or as a result of UBON's actions.

FLIGHT DELAYS / CANCELLATION

Unfortunately, delays / cancellations may occur. Depending on the length of the delay / cancellation and surrounding circumstances, the airline concerned should provide refreshments when and where appropriate. UB ON Safari Limited is not in a position to provide any assistance in the event of flight delay / cancellation and cannot accept any liability except where expressly stated in these Booking Conditions.

There may be Flight delays or Cancellations which are beyond our control. We'll try everything in our control to find the best alternatives, which means UBON Safari will have to reroute the itinerary.

BOARDING REGULATIONS

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you as the full amount of your entitlement to any compensation or other payment is covered by the airlines obligations under these regulations.

For further information you should contact the Civil Aviation Authority for those traveling from UK.

The fact a delay may entitle you to cancel your flight does not automatically entitle you to

cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.

If you have current health insurance coverage, check your insurance policy to see if it provides the coverage described above while traveling outside your country. It is your responsibility to verify your insurance policy details with your insurance provider to ensure UBON's requirements are satisfied.

For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance.

We will require your insurance policy details at the time of finalization of your booking. Please keep your insurance details with you whilst on holiday.

RESERVATIONS & PAYMENTS

A booking will be confirmed once we send you a written confirmation.

Once you have gone through the booking process and accepted, you will be required to pay the deposit.

After a booking confirmation is made and a deposit received, a confirmation invoice will be sent to you detailing the total cost balanced to pay.

The full payment is due to reach us not less than 90 days before departure date. If we do not receive the payment balance in full 90 days before departure, we reserve the right to cancel your booking, and forfeit the deposit by way of cancellation charges.

If you make a booking within 90 days of your departure date then you must pay the full cost of the trip at the booking stage. Any funds you have paid to the travel agent will be held by the agent on your behalf.

All payments must be made via Wire Transfer.

The Bank details will be sent to you once the first stage of booking is completed.

Credit cards are not accepted.

Final payment is due 90 days prior to departure.

AMENDMENTS OR CANCELLATIONS

A booking will be confirmed once we send you a written confirmation.

As a buyer you should be aware that all sales are final.

Unless otherwise stated in the sales description, once acceptance has taken place all sales are final, if alterations or cancellations are available from the supplier they may have their own Terms and conditions, which will be applicable with charges.

If UBON Safari is forced to significantly alter or cancel your trip, we will let you know as soon as possible. In these circumstances, you can choose one of the following options:

- Accept UBON Safari's offer of a comparable replacement trip (offered at UBON Safari's sole discretion and subject to availability), or
- Receive a refund of all monies paid.

When accepting an offer for a replacement trip:

- If the cost is lower than the price of your original trip, you will receive a refund for the difference in cost.
- If the cost of the replacement trip is equivalent or higher than your original trip, you owe nothing.
- We reserve the right to cancel, alter or modify any trip without prior notice for any reason, including but not limited to for the safety and/or comfort of clients and for circumstances of Force Majeure. You acknowledge that the itinerary may change without prior notice due to local circumstances or events, which may include political disputes, weather, illness, strikes, and other unforeseeable factors. This includes the right to modify the order of the Safari itineraries, to replace or substitute guides and change accommodations noted in the experience materials.

FORCE MAJEURE

We will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or non-performance of any of our obligations under this agreement to the extent that any such delay or non-performance is due to any Force Majeure” means any circumstances beyond our reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labour strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If we and any of our suppliers are affected by Force Majeure, we and our suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the trip. Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the trip.

CHANGES BY YOU

If you request to change your experience dates or alter your itinerary after we confirm your booking but before your experience start date, we will consider whether we can reasonably accommodate your request without any disruption to the experience. It is in our sole discretion whether to accept a change request.

AMENDMENTS OR CANCELLATION BY YOU AFTER COMMENCEMENT OF TRAVEL

We will consider any alteration that you request after your experience has commenced with our experience partners. We will work with them to try and accommodate reasonable requests but cannot guarantee that any changes will be possible after your experience has commenced as changes after an experience has started can create complications. If a change request is granted upon your request, you will be liable for any cancellation charges and change fees that may be imposed. It is in our sole discretion whether to accept a change request.

REFUNDS & CANCELLATIONS

Any cancellations by you will result in the loss of all monies collected from you. For this reason, for any event that may take place out of your country of residence, we strongly recommend you have comprehensive travel insurance for every Participant within your group that includes cancellation coverage so everyone is protected financially in case anything comes up that prevents them from traveling to a destination where a UBON Safari experience may take place, or from participating in a UBON Safari experience.

Cancellation Process: To cancel your booking, you must notify us in written notice to us by email at info@ubonsafari.com. Cancellation fees will be applied per person according to the schedule set forth in this section, based on the date we receive your written notification, not when you send the email.

Unused Portion of Experience (no refunds): No refunds will be provided for any unused portion of an experience once the experience begins, including but not limited to if you leave an experience for any reason, miss the experience start date or an activity, or have to be removed from an experience. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, civil strife, personal, family or medical emergencies or any other circumstances beyond our control.

DENIAL OF PARTICIPATION

During a Safari experience, UBON has the right in its sole discretion to remove anyone who it determines to detract from others' enjoyment of the trip. The decision of UBON staff, hosts, or local guides or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. Any costs resulting from being removed from a trip or being declined participation in a trip is at your expense. UBON reserves the right to deny participation in the experience to any Participant that UBON, in its sole discretion, judges to be incapable of meeting the rigors and requirements of the experience activities, or whose actions or deportment it judges unsuitable for group travel.

OPTIONAL ACTIVITIES & EXCURSIONS

During any UBON Safari experience, there may be opportunities to engage in activities outside the scope of the UBON's Safari itinerary. UBON makes no representations about the safety or quality of any these activities and events, or the standard of the independent operator running it. UBON does not sponsor or endorse these activities or events, nor can UBON be held liable

for any injury or illness resulting from your participation. Any assistance given by UBON's Team leader or staff to help arrange these optional activities is done in good faith. If you decide to participate in these events, you do so voluntarily and should take precautions to ensure your own safety.

DISCOUNTS AND PROMOTIONS

From time-to-time, UBON may offer reduced pricing on selected experience packages. The reduced pricing applies strictly to new bookings only. Bookings for which the Participant has already paid a deposit are locked into their original price and are not entitled to the reduced pricing. All discounts and reduced pricing are offered and or applied at UBON's sole discretion.

DOCUMENTATION

It is important that you carefully read all Safari-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We are not responsible for any errors in documentation if you fail to notify us of any inaccuracies within 7 days of your receipt of those documents. This agreement, our liability waiver, appearance release form and, if required, any additional documents specific to a given experience, must be signed and submitted by you in order to participate in an experience. If we do not receive these signed documents from you prior to the experience start date, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

PASSPORTS / VISAS / HEALTH

Passport is the important document required to travel, which should be valid for six months at the time of your travel. Some destinations also require visas and you should contact the Embassy or Consulate of the country, which you are planning to visit in good time before you travel. You should also contact your doctor or a specialist vaccination centre for details of the measures you will need to take prior to departure. All children should travel on full passports. It is your responsibility to ensure that you have all the correct documentation for the holiday including passports, visas, health certificates and international driving licenses. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents.

HEALTH AND MEDICAL

You represent that neither you nor any other members of your party, including minors (if applicable) have any condition, physical or mental, that would create a hazard for you or other Participants or affect other people's enjoyment of the trip. If you have a physical condition, dietary restrictions, or other conditions (pre-existing medical) that will require special attention during the trip, you must inform us in writing when the booking is made. We assume no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the trip.

ILLNESS & DISABILITIES

If you or any other members of your party suffer from a disability or any other medical conditions, please tell us before you book so we may advise you appropriately. Many destinations offered may not have the disabled facilities such as ramps and lifts. A fair level of fitness is a requirement when you book the holiday with us. Medical facilities may not be readily available especially on African safaris, although we will do our level best to provide assistance in emergencies.

COMPLAINTS

If you have any issues or questions during your safari, notify us immediately so that we can try to address them. If you are still not satisfied, then please contact UBON Safari Limited / GAZELLE Safaris within 30 days of return.

Any claim or complaint received by UBON Safari after this deadline will not be accepted or reviewed. Send emails at info@ubonsafari.com. All supporting documentation to the claim or complaint must accompany the email.

We will acknowledge the receipt within 14 days and a full response will be sent to you within 28 days after an investigation. However there may be some delays whilst investigation takes place. UBON Safari / GAZELLE Safaris will do its best to assist you.

LIMITS ON RESPONSIBILITY:

At no point, and under no circumstances, is UBON Safari responsible for travel to and from countries where an experience may take place. This includes payments or costs relating to external services such as flights, accommodations, services, car service or any other part of travel to and from experience package locations. UBON Safari is not obligated to alter any trip itinerary or suspend an experience commencement should you fail to reach the experience package start location on time.

LOCATION ADVISORIES & WARNINGS

While we monitor our experience locations as is reasonably possible, it is your responsibility to become informed about the areas where you are going to be visiting, including any travel advisories and warnings issued by government authorities in your country. In the U.S., consult the U.S. State Department’s website at www.travel.state.gov or contact them by phone at the number specified on their website. You are responsible for protecting your own well-being and personal property before, during, and after your UBON Safari experience. This includes ensuring any and all vaccinations, inoculations, or prescribed medications are taken as directed by your local doctor and/or travel clinic for the areas visited.

CULTURAL DIFFERENCES AND DRUG POLICY

It is acknowledged and understood that experiences in international destinations will expose Participants to unique situations and experiences that are different than those you are familiar within your home country. These differences enhance the experience and adventure of your trip, and typically involve cultural and social aspects of the region such as food, drink, attire and local laws. UBON Safari will discuss these differences, should there be any, during your Safari, but it is your responsibility to perform your own research and act responsibly especially when you’re traveling out of your home country. UBON Safari does not tolerate drug use of any kind during our Safaris and strongly encourages responsible alcohol consumption. This policy is in place for your own safety and those participating in the Safari with you. We want you to have fun and encourage you to take advantage of the local culture, but UBON Safari emphasizes safety as a top priority.

LIMITATION OF REMEDIES

You agree that the sole remedy for any default by UBON Safari arising under this agreement shall be the return of the paid trip cost, to the extent consistent with applicable law. To the maximum extent permitted under applicable law, UBON Safari shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if UBON Safari has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

Signature of Participant

I have read and accept the conditions and further understand and agree that the safari I am taking may involve risks. I therefore assume all risks involved with regard to this safari and agree the UBON Safari and its affiliates will in no way be responsible for any injury to myself or my belongings.

This is acknowledged by myself knowingly and wilfully and shall be binding on my heirs and next of kin.

Each traveller must sign this waiver.