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# BOOKING FORM AND CONDITIONS

Trip Name(s)	Trip Code(s)	Departure Date(s)
	CLIENT 1	CLIENT 2
Surname (Mr/Mrs/Ms/Miss)		
First Name		
Nationality		
Place and Date of Birth		
Passport Number		
Place of Issue		
Date of Issue		
Date of Expiry		
Occupation		
Address for Correspondence		
Personal E-Mail Address		
Insurance Company		
Policy & Emergency Number		
Next of Kin		
Name and Phone Number		
Meal Preferences (if any)		
Health Notes		
Where did you hear about us?		
Was it easy to gain information about us?		

**TRIP PRICE:** \_\_\_\_\_

**DEPOSIT PAID:** \_\_\_\_\_

Please note there is a non-refundable 50% deposit of the Trip Cost per person per trip to secure your booking. Final payment is due as detailed in 'Payment Structure' in the Conditions below and FAQs on this website. Bookings are non-transferable.

I certify on behalf of the person(s) named on this booking form, by which I warrant I am authorised to make this booking, that I/we have read and agree to the booking conditions below relevant to my/our trip, and the conditions of insurance that I/we must take to travel on this/these trips. I declare that I am over 18 years of age.

SIGNATURE 1 \_\_\_\_\_

SIGNATURE 2 \_\_\_\_\_

DATE / / \_\_\_\_\_

## 1. DEFINITIONS & PARTIES

- a) In these Booking Conditions, the "Company" shall mean TIA Safaris, Inc..
- b) The "Client" is the person or persons listed on the Booking Form.
- c) A "trip" is any tour, trip, safari, expedition or combination of sections that has its own Trip Name and Trip Code as reflected on the website.
- d) "Force Majeure" means any situation or event that is beyond the Company's control. This could be war, riot, civil strife, terrorist activity, industrial disputes, natural or industrial disasters, fire, adverse weather conditions or Acts of God. It could also include governmental obstacles and changes to local transport operators schedules (like ferry companies.)

## 2. CONTRACT

- a) No contract shall exist between the Company and the Client, until the Company:
  - receives a signed Booking Form
  - receives a non-refundable deposit of 50% (fifty percent) of the Trip Price.
  - receives a signed copy of the Booking Terms and Conditions
  - issues the Client, or their travel agent, a written confirmation
- b) A contract is entered into between the Company and the Client. The person who signs the Booking Form represents and warrants to the Company, that they are authorised to sign the form and accepts all these conditions on behalf of themselves and each of their travelling companions including any minors who may be accompanying them.
- c) No persons, organisation or employee of the Company has any authority to vary these Booking Conditions. Neither do they have any authority to alter any information printed in the brochure or on the website.
- d) The Company and its agents reserve the right to decline any booking. The Company also reserves the right to cancel any booking at its discretion in the event the Company believes the Client to be unsuited to the trip booked.
- e) Should any of these Terms and Conditions be held to be invalid, unlawful or unenforceable, such Terms and Conditions will be severable from the remaining Terms and Conditions, which will continue to be valid and enforceable. If any Term or Condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.
- f) This contract (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement), shall be interpreted and governed in all respects by the laws of the United States.

## 3. PAYMENTS

- a) Once the Booking and Conditions forms have been received, a non-refundable deposit of 50% is required to reserve a place on the truck. This deposit may be made by check or money order. The deposit will only be refunded in the unlikely event that the trip has to be cancelled because it did not receive the minimum number of registrants by the trip's confirmation date, which is detailed in the FAQ section under Payment Structure on the website.
- b) Once the trip is confirmed, the remaining balance is due. It can be paid by check, money order, or credit card. The trip must be paid in full three months prior to the departure date. Since these payments are non-refundable, TIA Safaris recommends traveler's insurance in case unforeseen events prevent you from joining us.

## 4. CANCELLATIONS

- a) As cancellations after the designated dates render all payments non-refundable there are no extra fees in the event of cancellation by the client.
- b) In the event of cancellation by the client, their trip and funds are Non-Transferable.
- c) Should the Client fail to join a trip, or join it after departure or leave it prior to its completion, no refund will be made whatsoever, including the Local Payment portion that is not used.
- d) The Company reserves the right to cancel any trip for any reason more than 42 (forty-two) days prior to the departure date. In this case the Client will be refunded any money they have paid to the Company and that will be the extent of the Company's liability.
- e) The Company reserves the right to cancel any trip for reasons of Force Majeure less than 42 (forty two) days prior to the departure date. In this case the Client will be refunded any money they have paid to the Company, less reasonable expenses the Company has incurred, and that will be the extent of the Company's liability.
- f) Should the Client fail to pay the balance of the Trip Price in the due time, the Company will cancel the booking and no monies already paid to the Company will be refunded.
- g) The Cancellation Fees detailed above are only in relation to the Trip Price and do not include any extra services booked like Airport Transfers and Accommodation. These cancellation fees may be as high as 100% (one hundred percent) and the Client is still liable for their payment.

## 5. PRICES

- a) The Company reserves the right to change their rates at any time prior to the contract being entered into. In the event that these rates are altered, the Client will be advised at the time of booking.
- b) The Company endeavours not to increase the cost of the trip once the contract has been entered into. However, the cost to run a trip is calculated up to 18 (eighteen) months in advance and increases in running the trip like, but not exclusively, transportation costs, accommodation costs and fluctuations in the exchange rates, may make an increase unavoidable.
- c) Should a surcharge be payable, the Company will immediately notify the Client of such.
- d) The Company will not add a surcharge to a trip less than 28 (twenty eight) days prior to a trip's departure.
- e) The Company will not impose a surcharge of more than 20% (twenty percent) of the original Trip Price.
- f) Should a surcharge be payable, the Client must pay said surcharge prior to joining the trip.

## 6. ITINERARIES

- a) The documentation provided by the Company (e.g. Trip Dossiers, Brochures, Website, etc.) is set out in good faith as statements of intent only and changes to the itinerary, vehicle and equipment use, etc. may be made where deemed necessary by the Company.
- b) Any additional expenses, incurred through deviations to the itineraries because of Force Majeure or reasons considered advisable by the Company will be for the Client's account.
- c) The Client accepts that Force Majeure may preclude the Company from providing services or following the itinerary as detailed in the Trip Dossier.
- d) The Company will not refund any monies paid for unused services which are included in the Trip Price.

## 7. CHANGES

- a) The Company reserves the right to make changes to the trip any time prior to the contract being entered into. In the event that any aspect of the trip is altered, the Client will be advised at the time of their booking.
- b) The Company endeavours not to make changes to the trip once the contract has been entered into. However, because of the unpredictability of travel in many of the areas visited, changes prior to a trip's departure may be unavoidable. Where this alteration is significant (i.e. where a major deviation to the itinerary is made) the Company undertakes to inform the Client as soon as possible.
- c) Due to the nature of the areas we travel through significant changes can and do occur after a trip's departure, over which the Company has no control. The Company will make alternative arrangements like changing the method of transport and/or the itinerary if Force Majeure, breakdowns, accidents, sickness, etc. necessitate such a change. The Company cannot be held responsible for compensation or additional expenses incurred.

## 8. COMPLAINTS

- a) If the Client has a complaint about the trip, such complaint must immediately be raised with the Guide or the Company's Head Office so that, if possible, a solution can be found.
- b) Failing resolution, the Client must make any complaint within 28 (twenty eight) days of the trip's finish date.
- c) This complaint must be made in writing.

**9. COMPANY RESPONSIBILITY**

- a) All information in documentation provided by the Company (e.g. Trip Dossiers, Brochure, Website, etc.) has been set out with reasonable care and is published in good faith. Where the Company is acting as an agent on the Client's behalf (e.g. when booking facilities/services used before, during the course of or after the trip), it does so on the explicit condition that it cannot be held responsible for any loss, damage, injury, additional expenses or breaches of contract resulting directly or indirectly from the actions or omissions of the suppliers or independent parties with whom these arrangements have been made.
- b) The Company cannot be held responsible:
- If there has been no fault on the part of the Company or its suppliers and the cause was the Client's fault or the fault of someone not associated with the trip whose actions were not foreseeable.
  - If the cause was the fault of unforeseeable circumstances beyond the Company's or its suppliers control, the results of which were unavoidable even though every caution was taken.
  - If the cause was the fault of the Client having taken part in any activity which does not form part of the original trip arrangements, even though they may be supervised, arranged or recommended by the Company or its representatives (e.g. bungy jumping, rafting, ballooning or other such activities of a risky nature.)
  - Where a disease or illness is contracted during or after the trip. Should the Client need to leave the trip because of such, no refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred for the treatment of their illness and as a result of having to leave the trip.
  - For any information or advice provided by a travel agent unless such information has been provided to the travel agent by the Company. In the case of such information and advice not having been provided by the Company, the responsibility must lie with the travel agent.
  - For a travel agent not providing or providing incorrect advice, information or documents, which the Company has given to the travel agent.
  - Where the Company has provided advice and information on travel documents, visas, climate, spending money, clothing, equipment, etc. This advice and information has been set out with reasonable care and is published in good faith, but without responsibility on the part of the Company.
  - For any advice or information provided by the Company's crew. This advice and information has been given in good faith, but without responsibility on the part of the Company.
  - For any Client's luggage or personal effects.
- c) The Company, its employees and agents cannot be held responsible for expenses, inconvenience, loss of enjoyment or anything else caused by the Client's non-compliance with any of responsibilities listed below.

**10. CLIENT RESPONSIBILITY**

- a) The nature of the Company's trips may involve an element of personal risk and potential hazard not normally associated with holiday tours. The Client must accept these risks and hazards.
- b) The Client must accept that safety standards of suppliers of accommodation, local transport and other operators in most of the countries visited will not be of the same standard as in their home country.
- c) The Client must make themselves aware through the various government agency warnings and advisories (e.g. British Foreign & Commonwealth Office, US Department of State) with regard to the safety of countries and areas through which they'll be travelling and to make their own decisions accordingly.

- d) The Client must arrange suitable adventure travel insurance with benefits that cover personal accident, medical expenses including repatriation and loss and damage to personal effects. It is suggested insurance is also taken out to cover any expenses related to the cancellation or curtailment of any trip. Should the Client not have adequate travel insurance, they may not be allowed to join the trip.
- e) The Client is to get professional medical advice before travelling and to take all necessary health precautions and preventative measures.
- f) The Client is responsible for informing the Company, at the time of booking, of any known disabilities or medical conditions, or, if not known at the time of booking, as soon they become known. Any Client found to have failed to disclose this information, may be directed to leave the trip. No refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred as a result of having to leave the trip.
- g) The Company's crew have authority to make difficult decisions. Should the Client present a medical condition, the crew may insist they seek medical advice. If the Client refuses to act upon this advice, thereby putting the other members of the trip in danger or at risk, the Client may be asked to leave the trip. This includes physical, mental and behavioural conditions. No refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred as a result of having to leave the trip.
- h) The Client must check the documents issued for trips and services booked through the Company and should there be any mistakes, immediately notify the Company of such.
- i) The Client must adhere to the trip joining instructions given to them.
- j) The Client must comply with all current passport, visa and health requirements needed for each of the countries the trips travel through.
- k) The Client must abide by the laws and customs of the countries visited. The Company has absolute discretion to direct the Client to leave the trip if they disobey such laws and customs. No refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred as a result of having to leave the trip.
- l) The Client must not put the welfare of the group, individual member, members or themselves in jeopardy. The Company has absolute discretion to direct the Client to leave the trip if this is found to be the case. No refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred as a result of having to leave the trip.
- m) The Client must reimburse the Company for any expenses incurred on behalf of the Client.
- n) The Client must be aware that the Company's crew, agents and representatives may take photographs and film footage throughout the trip. The Company reserves the right to use such media for marketing purposes without obtaining consent from the Client. The Company also reserves the right to use any Client comments, either verbal or written, for marketing purposes without obtaining consent from the Client.
- I confirm that I abide by the aforementioned and agree to the Terms and Conditions therein contained. I record that I am joining a trip or making a booking at my own risk and waive any claims that I might have in regard to injury, loss or death which might occur due to any causes whatsoever. I refer in particular to any minor child or children who may be accompanying me and confirm specifically that this indemnity as signed applies to such child/children. I further bind my dependents, heirs, executors, administrators and assigns to the Terms and Conditions of this agreement, and indemnify and hold blameless TIA Safaris, Inc. its members, associates, employees, representatives, organisers, helpers and agents from all liability for any or all claims whatsoever and howsoever arising and without limitation (including consequential claims) arising from any delay, loss or damage to property or injury or illness or death arising from any cause related to or occurring during my booking or activities or trips with the Company.

SIGNATURE

FULL NAME

DATE

SIGNATURE

FULL NAME

DATE