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## General Terms and Conditions of Contract and Travel

The General Terms and Conditions of Contract and Travel govern the legal relationship between you and Eco Safari for travel arrangements made by Eco Safari or other services offered by Eco Safari in its own name.

### 1. Eco Safari

Behind Eco Safari stands the sole proprietorship company "Schmid - eco safari". It is registered in the Commercial Register of the Canton of Zurich, Switzerland (CHE-167.500.934).

Eco Safari operates a branch in Nairobi, Kenya, under the name "Schmid - Eco Safari Ltd".

### 2. Nature Preserving Safaris

Eco Safari tries to carry out the trips / safaris in a nature-conserving way. Animals are therefore not pursued and observation distances are observed as far as possible. This may lead to the fact that certain animals cannot be seen or can only be seen from a great distance. Eco Safari cannot guarantee that animals such as lions, leopards and the like can be observed. Similarly, we cannot guarantee planned sightings, such as river crossings during migration time.

### 3. Climate Fee

As an ecologically responsible company, we pay a CO2 fee per participant. The amount is calculated with the help of Myclimate.org on the basis of the flight. Example: The fee for a flight Zurich - Nairobi return costs around CHF 65. You have the right to waive the fee if you note this on your registration form. If you do not object, we will pay the fee and invoice you for it.

### 4. Safety

Eco Safari is about travelling safely and not taking unnecessary risks. This can lead to certain programme changes being made (e.g. during storms).

Travelling in a third world or developing country brings you into regular contact with people experiencing poverty. Although Kenya is considered a relatively stable, safe country, it is nevertheless advisable to inform yourself about current political and social developments.

We expressly draw your attention to the fact that the animals in protected areas and national parks are wild, even if the scenery and the behaviour of the animals appear amicable. For your own safety we ask you to follow the instructions of the guide and/or driver. This applies in particular to game drives and foot safaris.

### 5. Accident / Illness

Eco Safari declines all liability for any illness or accident that may occur during the trip.

Passengers must have accident insurance and are responsible for all costs incurred in connection with illness and accidents.



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Eco Safari is a member of AMREF, Flying Doctors. This organisation provides first aid in case of emergency and guarantees transport from the place of the incident to Nairobi.

## **6. Medication**

Malaria and other diseases, which can have severe disease consequences, occur in Kenya. Participants are requested to obtain information about vaccinations in good time before departure. Please contact your doctor or a vaccination institute.

## **7. Entry, Visa and Health Regulations**

### **7.1 Entry Regulations**

Participants, with the exception of citizens of EU or EFTA countries, must inquire about passport and entry regulations themselves.

### **7.2 Travel Documents and Visas**

If travel documents have to be issued or renewed, or visas need to be obtained, it is the participants' responsibility to do so. If a travel document is not available or is issued too late and you need to cancel the trip, the cancellation policy will apply.

### **7.3 Compliance with Regulations**

Travellers are personally responsible for compliance with entry, health and foreign exchange regulations. Before departure, check that you have all the necessary documents on you.

### **7.4 Refusal of Entry**

Eco Safari draws your attention to the fact that if you are refused entry, you will be responsible for the cost of your return journey. Eco Safari also expressly draws your attention to the legal consequences of banned goods and other imports.

## **8. Changes and Cancellations**

If you wish to change your booking or cancel the trip, you must notify Eco Safari in person or by registered letter. Travel documents already received must be returned to Eco Safari.

## **9. Cancellation Costs**

In the event of changes, rebooking or cancellations of a trip already booked, the following cancellation costs will be charged:

from date of written booking until 91 days prior to departure: CHF 200 per person

90 - 61 days prior to departure: 50 % of the tour price

60 - 21 days before departure: 75 % of the tour price

20 - 0 days before departure: 100 % of the tour price

The cancellation date is calculated on the basis of the arrival of your written cancellation at Eco Safari. Your cancellation will be confirmed by e-mail. For arrival on Saturdays, Sundays and public holidays, the next working day applies.



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## **10. Liability Regulations**

### **10.1 General Information**

Eco Safari will reimburse you for the value of agreed but not performed or poorly performed services, your additional expenses or the damage suffered, within the framework of the following provisions, insofar as Eco Safari was not able to provide an equivalent replacement service on site and insofar as Eco Safari is liable.

### **10.2 Limitation of Liability, Exclusions of Liability**

#### **10.2.1 International Agreements and National Laws**

If international agreements and national laws contain limitations or exclusions on compensation for damages arising from non-performance or improper performance, Eco Safari shall be liable only to the extent of such agreements and laws.

International agreements and national laws with limitations and exclusions of liability apply in particular to transportation services (as in air transportation).

#### **10.2.2 Exclusions of Liability**

Eco Safari is not liable if the non-fulfilment or improper fulfilment of the contract is due to the following causes:

- failure on your part before or during the trip.
- unforeseeable or unavoidable omissions on the part of a third party who is not included in the provision of the contractually agreed service.
- force majeure or an event which Eco Safari, the intermediary or the service provider could not foresee or prevent despite due care.

In such cases, Eco Safari shall not be liable for any damages, compensation for immaterial damages, frustration damages, compensation for self-help, etc.

#### **10.2.3 Personal Injury**

Eco Safari is liable for personal injury resulting from the non-fulfilment or improper fulfilment of the contract by Eco Safari, based on the business insurance and within the framework of these General Conditions of Contract and Travel.

#### **10.2.4 Vacation Time Spent Uselessly**

Eco Safari is not liable for uselessly spent holiday time, loss of enjoyment, frustration damage etc.

#### **10.2.5 Valuables, Cash, Credit Cards, etc.**

We expressly draw your attention to the fact that you are personally responsible for the safe storage of valuables, cash, jewellery, credit cards, photographic, video and communication equipment, etc. Under no circumstances should you leave these items in an unguarded vehicle, in the hotel room or anywhere else. We are not liable for theft, loss, damage or misuse of lost check and credit cards etc.



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#### **10.2.6 Flight and Timetables**

Even with careful travel organisation, we cannot guarantee that timetables will be adhered to. Delays can occur due to heavy traffic, traffic jams, accidents, airport congestion, detours, delayed border clearances, natural disasters, etc. In all these cases we cannot be made liable. We advise you to consider possible delays in your travel planning.

#### **10.2.7 Events During the Trip**

In addition to the agreed itinerary, it is possible to book local events or excursions during the trip. It is also possible that such events and excursions may involve risks. It is your own responsibility whether you participate in such events and excursions. These events and excursions are organized by third parties (third party services). Therefore, Eco Safari is not your contracting party and is not liable in any way.

#### **10.2.8 Liability of Rented Means of Transport**

Eco Safari is not liable for vehicles which Eco Safari rents from third parties within the scope of the provision of services. The hiring company is liable for damaged and unsafe vehicles. Eco Safari, on the other hand, is obliged to check the vehicles for roadworthiness and safety (functioning seat belts, suitable tyre treads).

#### **10.3 Statute of Limitations**

All claims are subject to a limitation period of one year after the contractual end of the trip. Shorter periods of limitation shall remain reserved in the case of applicable international agreements, laws based on international agreements or national laws. Likewise reserved are longer periods of limitation which cannot be changed contractually.

### **11. Cancellation Cost Insurance**

We recommend that you take out a cancellation insurance policy or a return travel cancellation insurance policy. This covers the cancellation costs in the event of an insured event. The insurance policy in force at the time is decisive. In the event of cancellation of your trip, the premium for the cancellation cost insurance remains due.

### **12. Conclusion of Contract**

#### **12.1 Travel Registration**

The contract between you and Eco Safari comes into effect with the unconditional acceptance of your written, telephone or personal registration with Eco Safari. From this moment on, the rights and obligations arising from the contract (including these General Terms and Conditions) will become effective for you and Eco Safari.

If the person booking registers further travel participants, he/she is responsible for their contractual obligations (in particular payment of the travel costs) as for his/her own obligations. The contractual agreements and these General Terms and Conditions of Contract and Travel shall apply to all tour participants.

#### **12.2 Name Details**

When booking, you are obliged to state your name and the names of your fellow travellers as indicated on the identity documents (passports) used for the journey. If the names on the travel documents, in particular on the flight ticket, do not match the names on the identity documents, the travel service may be refused, e.g. by the airline, or costs may be incurred for reissuing the ticket. In this case, services booked but not used will not be refunded.



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### **12.3 Services**

The scope of the contractual services results from your personal travel arrangement (travel programme and offer) and the booking confirmation. Changes and special requests are only part of the contract if they have been confirmed in writing by Eco Safari.

## **13. Prices and Payments**

### **13.1 Prices and Offer**

The prices for the travel arrangements and the services included in the prices can be found in your personal travel offer. Unless otherwise stated, prices are per person and are quoted in US dollars. For price changes see paragraph 14.

### **13.2 Down Payment**

Upon receipt of the booking confirmation, a deposit of 50% of the total amount per person must be paid within 10 days.

### **13.3 Final Payment**

Together with your travel documents you will receive an invoice for the outstanding amount. Payment for the balance of the travel cost must be made at least 30 days before departure. In the case of late payment, Eco Safari is entitled to refuse the travel services and to claim the cancellation costs according to clause 9.

### **13.4 Short-Term Booking**

In the case of a short-term booking, 30 days and less before departure, the full amount will be invoiced with the booking confirmation and must be paid immediately upon receipt of the booking confirmation.

## **14. Price Changes after Conclusion of Contract**

Price increases after conclusion of the contract may occur in the following cases:

- subsequent increase of transport costs (e.g. fuel surcharges)
- newly introduced or increased charges or fees (e.g. airport taxes, park entrance fees)
- introduction or increase of taxes and government levies, government-imposed price increases, etc.
- changes in exchange rates (prices are quoted in US dollars)

If the costs of the above travel services increase, they will be passed on to you. The travel costs increase accordingly.

Eco Safari will inform you about a price increase at least 4 weeks before the start of the trip. If the price increase is more than 10% of the original travel price, you are entitled to the following rights:

- you can accept the change of contract

or

- you can withdraw from the contract in writing within 5 days of receipt of our notification and you will be reimbursed immediately for the travel costs already paid.



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### **15. Flights**

Booking with an airline is made by the participant upon registration for the safari.

If the trip is cancelled, the participants must pay the flight cancellation costs. It is advisable to take out travel cancellation insurance and to inform yourself about the costs being covered by the insurance.

### **16. Minimum Number of Participants**

In principle, there is no minimum number of participants.

However, there is a minimum number of participants for some trips offered by Eco Safari. If less than the minimum number of participants are booked for such a trip, Eco Safari may cancel the trip at least 4 weeks prior to the scheduled start of the trip.

### **17. Programme Changes, Cancellation of Services**

Eco Safari may change the programme or individual services for legally permissible reasons, provided that this does not result in any significant change to the programme or the character of the trip. Should unforeseeable events, such as force majeure (e.g. natural disasters, epidemics, unrest), official measures of any kind or strikes, make the trip considerably more difficult, dangerous or impossible, Eco Safari may cancel the trip.

### **18. Travel Abandonment by Participants**

If you abandon the trip prematurely, the costs of the travel arrangement will not be refunded. Any unused services not charged to Eco Safari, will be refunded to you, subject to an appropriate handling fee.

### **19. Declaration**

The participants sign a self-declaration. With this they confirm that they travel at their own risk and have to bear some risks themselves and waive respective legal claims.

### **20. Ombudsman**

Before a legal dispute arises, you should contact the independent ombudsman of the Swiss Travel Industry. The ombudsman will endeavour to reach a fair and balanced agreement between you and Eco Safari on any type of problem.

Address: [www.ombudsman-touristik.ch](http://www.ombudsman-touristik.ch)

### **21. Applicable Law and Place of Jurisdiction**

The legal relationship between you and Eco Safari is governed by Swiss law. For claims against Eco Safari, the sole place of jurisdiction is Uster, Switzerland