

Marina Cano Photography
Santander, Cantabria, Spain

Contract and Agreement For Kenya Safari August 2016 with Marina

Cano, Mike Fisher and.....(please insert your name)

The booking conditions and general information set out below are designed to outline our obligations to you and your commitments to us as clearly as possible.

Please read them carefully before booking.

We want you to have an enjoyable Marina Cano photographic safari and the avoidance of any misunderstanding is to our mutual advantage. Many of our safaris visit developing countries where travel is still an adventure and local conditions are often very different from those we are used to back home. You need to be prepared to cope with unusual situations, local inadequacies and unpredictable events as and when they occur. Should you book a safari with us the conditions set out below form the contract between us. *The contract is deemed to have been made at our offices in Spain and is subject to Spanish law and the exclusive jurisdiction of the Spanish courts.*

ABOUT OUR SAFARIS

What is included

The safari price normally includes all surface transportation, all accommodation (including taxes and service charges), - Breakfast, Dinner and a packed lunch. All park entrance fees, all conservation fees, leader services, bottled water. We include all meals during the period between the beginning of the safari and the ending of the safari. We include a generous quantity of bottled water.

What is not included

The tour price excludes all expenses incurred before arrival at the starting point of any safari and after arrival at the ending point of any safari, including international and/or internal airfares (and all taxes relating to these flights,

included in the ticket cost or otherwise), travel insurance, passport charges, vaccination charges, visa charges (including visas obtained on arrival) and excess baggage charges. Tips to lodge/camp staff and driver/guide are not included. Soft drinks and alcohol is not included in this safari. Laundry services not included.

Accommodation

As a general rule we use lodges or tented camps of a very high standard, with rooms with en-suite bathrooms. In the event that the accommodation has to be unexpectedly downgraded for any part of the tour we shall give you an appropriate refund (equivalent to the difference in price of the accommodation concerned).

***Sharing Rooms**

There is not always a choice but we will try to match preferences where we can. Over half of those traveling with us are alone and some people in this situation prefer to share a room with another party member of the same sex for the sake of company or economy.

Important : Bookings from those choosing to share are only accepted on the condition that, should no room-mate be available, you will accept single accommodation and pay the appropriate single accommodation supplement. Priority in allocation of room-mates is strictly based on the order in which bookings are received (except, of course, where friends who book separately but simultaneously both indicate on their booking forms that they wish to share with each other). Naturally, the earlier you book the higher the chance of being able to share, although there are occasions when even those who book far ahead fail to find a room-mate. In particular, few ladies opt to share. (Smokers should kindly note that smoking is not allowed in the room if you are sharing with a non-smoker, which is much the most likely scenario as less than 5% of our group members smoke.)

Single Rooms

Many lodges now charge a flat room rate for their twin-bedded or double-bedded rooms, regardless of whether one person or two people occupy them. The inevitable consequence is costly supplements for single occupancy.

Please note that we cannot give an absolute guarantee that single accommodation will always be provided for those requesting it. At some locations, usually remote lodges, single rooms are not available at any time, or only provided in return for a huge supplement: any such instances are mentioned in the tour description. If a single room is not available for you at any location where it was expected and paid for we will make an appropriate refund after the end of the safari. Please note that the extra cost per night of single accommodation often varies widely over the course of a safari, so any refund will reflect these variations in costs.

Joining a Safari

We strongly recommend flying out in advance of any safari that involves a long-haul flight and taking a day to recover from the effects of a long flight and 'jet-lag'. We feel confident you will be fresher and enjoy the start of the safari much more !

All participants need to ensure that they reach the joining point for the safari in good time. We will notify you in good time where the joining point will be, and at what time of day. Kindly note that, in the event your own arrival flight is rescheduled or delayed so that you are unable to arrive by the scheduled tour joining time, it is not possible for us to delay the rest of the group for long, and any costs incurred in catching up with the group would be your own responsibility. Consequently we would advise you to arrange a flight that will allow you a generous safety margin. Unless you plan on making your own way to the departure airport, you should arrange your departure flight for well after the scheduled finishing time of the safari. Kindly note that we cannot accept any responsibility in the event you are somehow prevented from reaching the departure airport in time as a result of a delayed internal flight, heavy traffic or other difficulties.

Important : Please be sure to notify our well in advance of your full flight schedule so that we and the guide(s) are well aware of your intended travel plans. Knowing your flight schedule is especially important in the event of a delay.

BOOKING & PAYING FOR A PHOTOGRAPHIC SAFARI

Provisional Bookings

It is sensible to call us or email us to check if places are still available on any Marina Cano photographic safari you are interested in before sending your payment to us. We will be more than happy to hold open space for you for up to 7 days in order to give you sufficient time to send in your deposit.

Booking Procedure

PLEASE CONTACT MARINA CANO: marinacano@photo.net

For your own protection we strongly recommend that when you make a booking you hold travel insurance that will cover you for medical/repatriation expenses and for cancellation/ curtailment charges in the event you have to cancel due to the illness of yourself, a traveling companion or a close relative. If you do not already have travel insurance you should take this out as soon as possible.

CANCELLING OR TRANSFERRING A BOOKING

Safari Cancellation

Any cancellation by you of a confirmed booking must be notified to us in writing email are acceptable and will take effect on the day that this is received by us. The following scale of cancellation charges will be applied, based on our estimated expenses and losses suffered as a result of your cancellation:

10 – 12 weeks notice: 10% of full amount

8 – 10 weeks notice: 25% of full amount

Less than 6 weeks notice: 50% of full amount

Less than 4 weeks notice: 100% of full amount

No refund will be made by the Company if, for any reason, inclusions or parts of the tour cannot be carried out / or utilised. These would include all facets such as meals, game drives, accommodation etc. This would also apply to any client who has booked a tour but fails to undertake the tour for any reason.

Transferring your booking

If you wish to transfer your booking to another Safari this will normally be treated as a cancellation and rebooking, and the relevant cancellation charges will apply.

Substitution

Should you be prevented by reasonable cause (such as illness) from proceeding with your Safari you are free to find a substitute, provided we receive written notification. Within two months of the Safari departure date we may not be able to accept a substitution as within this period there may not be sufficient time for the substitute to complete visa, health or other travel requirements. Any additional costs incurred as a result of a substitution are your responsibility. We reserve the right to reject any substitute should we have reasonable grounds for doing so.

Unused Services: No refund can be given for any unused accommodation, meal, flight or other service provided as part of the tour.

Safari Alteration

The safari descriptions are prepared up to 6-8 months before the date of operation of the safaris they feature and subsequent variations may sometimes be made to published details, either voluntarily by us or involuntarily.

We frequently make changes to our safari itineraries to keep up to date with ever-changing wildlife photography knowledge and developments, with the aim of improving your photographic safari. Occasionally we may have to make involuntary changes when access situations at particular venues deteriorate, or where they become closed or otherwise inaccessible for some reason. We reserve the right to modify our itineraries where we deem it desirable or necessary. We also reserve the right to substitute a competent alternative leader for a published leader where we deem it desirable or necessary, although we will always do our best to minimize leader changes.

Safari Cancellation

Under exceptional circumstances we may have to cancel, rather than alter, a safari in the event of unusual or unforeseen circumstances outside our control (including all situations considered to represent force majeure): for example, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation by air or sea carriers, government action, industrial dispute, war or threat of war, civil strife, terrorist activity, riot, natural or man-made disaster, or severe weather conditions. In the event that we have to cancel a tour due to circumstances outside our control we will offer

you an alternative tour if we are able, which you will be free to accept or decline. Alternatively, we will provide you with a full refund of the safari price. Alternatively, we may have to cancel a safari if there are insufficient bookings to make the tour economically viable. If a safari cannot go ahead because of insufficient numbers it will be cancelled by us not less than 30 days prior to departure, and we will inform you of this decision as early as we can. In this case you may either transfer your booking to another of our safari or you may opt to receive a full refund. Please note that we cannot take responsibility for any additional costs or losses that you may face, including any airline cancellation charges you may suffer, if a tour is cancelled. Consequently we suggest you do not make any air travel commitments that could result in significant cancellation fees until you have checked with our office that the required number of participants has been reached. Even then, please bear in mind that subsequent cancellations or events can, on very rare occasions, result in a tour being cancelled.

OTHER INFORMATION

Group Size Limits and Number of Leaders

The normal group size limit for each tour is specified in the tour description. The limit is normally 8 participants plus leaders, but there are exceptions. Where two leaders are listed, we may only send both leaders if the safari is sufficiently well supported; alternatively we may elect to send both regardless of group size. Where only one leader is listed, we may elect to send an additional leader with the group, but in such an instance we will not increase the group size limit.

Wildlife

The species mentioned in the tour descriptions are meant as a guide to what you might see and photograph. You should not expect to see and photograph everything mentioned, although you should see and photograph a high proportion if you participate fully in the photographic safari.

Passports, Visas and Vaccinations

You are responsible for ensuring that you bring with you a valid passport (which should have at least 12 months left to run at the commencement of the safari) plus, where necessary, a valid visa. If your passport is getting full, please remember that any visa will require a full blank page plus space on the opposite page for entry and exit stamps. The safari information we will send you will provide information about any visa or vaccination certificate requirements known to us at the time the information is issued, but, as regulations can change, you are normally responsible for checking visa requirements yourself and, if a visa is necessary, obtaining your visa direct from the appropriate embassy or

consulate.

Complaints

In the unlikely event that you have cause for complaint you should notify one of the leaders as soon as possible so that we may do our best to assist you. If a problem remains unresolved in spite of prompt notification then you should make a complaint in writing to our office within 28 days of the completion of the safari.

Restrictions on Participation

We reserve the right to remove from the safari any person unable or unwilling to conduct themselves in a manner compatible with the satisfactory operation of the safari. In this event we will make no refund, nor be liable to pay any compensation, and any additional travel costs involved in returning home are your own responsibility.

Liability

We have taken all reasonable steps to ensure that the safaris described in the safari descriptions have been properly arranged and that the airlines, ship operators, vehicle operators, travel agents, hotels, restaurants and other organizations we use are reputable. We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including acts or omissions by our employees or agents. Further we will accept liability for any negligent act or omission by our suppliers, who may operate elements of your tour arrangements (other than air, sea or land carriers, or hotels, as specified below). We will accept full liability for death, personal injury or illness arising out of our negligence or that of our employees, agents or suppliers (other than air, sea or land carriers, or hotels, as specified below). In the case of any other loss or damage suffered as a result of our negligence or that of our employees, agents or suppliers (other than air, sea or land carriers, or hotels, as specified below) we limit the maximum extent of our liability to twice the amount paid for the tour in question. However, we cannot accept responsibility for claims arising out of carriage by air, sea or land, or provision of accommodation. We have no control over the carriers or providers concerned and you are subject to their terms and conditions, which are governed by international conventions, which exclude or limit liability in respect of death, injury, delay, loss or damage to baggage, etc. It is also important to note that operational decisions may be taken by air, sea or land carriers, or their regulatory authorities, that result in delays, diversions, rescheduling or cancellations. We have no control over such decisions and are therefore unable to accept responsibility for them.

TRAVEL INSURANCE

It is very important that you obtain insurance cover against the usual risks associated with travel, from the time of booking your tour until the time you return home. If you are in a position to take out travel insurance you would be very ill-advised to not do so. Please ensure that your insurance provides adequate protection against the two major concerns: medical/repatriation expenses while abroad and cancellation/curtailment charges in the event that you, or a traveling companion or close relative, fall ill either before or during the safari. Most of those traveling abroad more than once a year will find that taking out an annual travel insurance policy is the simplest and most cost-effective option. Wildlife photographers often carry a lot of expensive photographic equipment. Regular travel insurance does not provide sufficient cover and so, if you are not already covered under your household contents policy, we recommend you take out specialist insurance cover for your equipment.

(Guest)

Signed.....

Date.....

Signed.....

Date.....

Please sign and date, keep a copy and send us a copy within 7 days of receiving this agreement