

Vayeni

TERMS &
CONDITIONS

VAYENI

WHEREAS Clients wishing to engage with Vayeni's professional services agree to be subject to the following terms and conditions.

AND WHEREAS Clients confirm that they have read and understood the terms and conditions and that they are familiar with these terms and by affixing their signature hereto, this agreement is binding on both parties and is of full force and effect.

AND WHEREAS The words "Company", "we", "our "or "us" in these conditions are the same

NOW THEREFORE it is agreed that:

This website is a free information resource although all its content is copyright protected. If you have asked us to making bookings for any accommodation or activities, then the following terms and conditions are binding unless otherwise stated by us in writing.

Definitions:

- 1) **FIT:** "Foreign International Tourists"
- 2) **Group:** group booking is constituted by 10+ paying guests; anything below 10 guests is treated as an FIT booking
- 3) **TO/TL:** Tour Operator or Tour Leader
- 4) **Children:** any child under the age of 18 years (legal minor);
- 5) **Company:** Vayeni
- 6) **Guardian:** Person legally responsible for a child under the legal age of 18 years.

1. Foreign International Tourists Terms & Conditions

1.1. Reservation policy

- 1.1.1. All FIT bookings are to be made in writing via email (telephone enquiries are not treated as official bookings)
- 1.1.2. All bookings made as per the above (1.1.1) are immediately subject to our payment and cancellation policy per clause 1.2 and 1.3 below.
- 1.1.3. Provisional bookings (without deposit) will be held by Vayeni as per the below and are subject to the stipulated cancellation policy if no further notification from the client has been presented to Vayeni regarding his/her booking the following time limits apply:
 - 1.1.3.1. 120 days or more prior to travel - Two (2) weeks / 14 days (with an option to extend)
 - 1.1.3.2. 91 days or more prior to travel – Two (2) weeks / 14 days
 - 1.1.3.3. 61 days or more prior to travel – Two (2) weeks / 14 days
 - 1.1.3.4. 31 days or more prior to travel – One (1) week / 7 days
 - 1.1.3.5. 30 days or fewer prior to travel – 48 hours / 2 days

1.2. Payment policy

- 1.2.1. A booking will be treated as provisional and will be cancelled as per the above policy (1.1.3) until such time as a minimum of 30% (Thirty Percent) of total reservation value has been paid by the client to Vayeni within the stipulated time frame
- 1.2.2. 60-Days prior to travel: 100% of total reservation value.
- 1.2.3. There are three payment options:
 - (a) Bank Transfer – Transaction Fees to be covered by the Payee
 - (b) Credit Card (via Paypal) – This is upon special requests and surcharges will apply
 - (c) Cash Payment – Up to a maximum of 25% of the total booking value

1.3. Cancellation policy

- 1.3.1. A FIT cancellation will only be accepted in writing and is subject to the following cancellation charges:
 - 1.3.1.1. 91 days or more prior to travel – 30% (Thirty Percent) cancellation charge
 - 1.3.1.2. 61 days or more prior to travel – 50% (Fifty Percent) cancellation charge
 - 1.3.1.3. 31 days or more prior to travel – 75% (Seventy-Five Percent) cancellation charge
 - 1.3.1.4. 30 days or less prior to travel – 100% (One Hundred Percent) cancellation charge



2. Group Terms & Conditions

2.1 Reservation policy

- i. All reservations are to be made in writing via email (telephone enquiries are not treated as official bookings and no quotations will be given telephonically). All bookings made as per the above (2.a.i.) are immediately subject to our payment and cancellation policy below;
- ii. Provisional bookings (without deposit) will be held with Vayeni as per the below and are subject to the cancellation policy if no further notification from the client has been presented to Vayeni regarding his/her booking
 1. 120 days or more prior to travel - Two (2) weeks / 14 days
 2. 91 days or more prior to travel – Two (2) weeks / 14 days
 3. 61 days or more prior to travel – One (1) week / 7 days
 4. 60 days or less prior to travel – 48 hours / 2 days
 5. 30 days or less prior to travel – No provisional booking can be made

2.2. Payment policy

- 2.2.1 Upon booking: 30% (Thirty Percent) of total reservation value within 72 hours
- 2.2.2 90 Days prior to travel: 50% (Fifty Percent) of the total reservation value
- 2.2.3 60-Days prior to travel: 100% (One Hundred Percent) of total reservation value
- 2.2.4 There are three payment options:
 - (a) Bank Transfer – Transaction Fees to be covered by the Payee
 - (b) Credit Card (via Paypal) – This is upon special requests and surcharges will apply
 - (c) Cash Payment – Upon special request

2.3. Bona Fide policy

- 2.3.1. In small camps/lodge for every ten (10) full paying guests one (1) complimentary stay will be given to one (1) guest on a stipulated meals and accommodation basis (this complementary stay expressly excludes transport and activities and is subject to bed and breakfast availability)
- 2.3.2. In larger camps/lodges/hotels for every fifteen (15) full paying guests one (1) complimentary stay will be given to one (1) guest on a bed and breakfast accommodation basis (this complementary stay expressly excludes transport and activities and is subject to bed and breakfast availability)

2.4. Cancellation policy

- 2.4.1 A group cancellation will only be accepted in writing and is subject to the following cancellation charges:
 - 2.4.1.1. 120 days or more prior to travel – 30% (Thirty Percent) of total reservation value
 - 2.4.1.2. 91 days or more prior to travel – 50% (Fifty Percent) of total reservation value 3
 - 2.4.1.3. 61 days or more prior to travel – 75% (Seventy Five Percent) cancellation charge
 - 2.4.1.4. 30 days or fewer prior to travel – 100% (One Hundred Percent) cancellation charge

3. Children Terms & Conditions

3.1 Age restrictions

- i. Vayeni has a policy whereby children from the age of 10 are always welcome
 1. Children under the age of 10 require special permission
 - a. Important note: Not all accommodation venues have children facilities and the parents / guardians are fully responsible for their children and must adhere to stipulated house rules of each specific property



- b. Note that all children must be accompanied by an adult or guardian at all times and that it is the sole responsibility of the child's guardian to ensure his/her child's safety

3.2 Children reduced fees (guideline for most properties)

- 3.2.1 Infants (0-2 years) are free of charge provided that no additional room is required and that the parents / guardians bring a sleeping cot for the infant
- 3.2.2 Children (3-9 years) are charged 50% of the adult rate
- 3.2.3 Children (10-15 years) are charged 75% of the adult rate
- 3.2.4 Children (16+ years) are treated as adults for the purposes of payments to be made

4. Amendment of the booking

- 4.1 All amendments are to be made in writing through email only and confirmed in writing by the Vayeni sales representative. We do not accept amendment requests through other communication platforms such as "Skype and Whatsapp".
- 4.2 FIT and/or local bookings are subject to an amendment fee of 20% of the total reservation value, if amended fewer than 30-days before travel, but only if the booking reduces in guests' numbers or nights of stay.
- 4.3 Group bookings are subject to an amendment fee of 20% of the total reservation value, if amended fewer than 60-days prior to travel, but only if the booking reduces in guests' numbers or nights of stay.
- 4.4 Inclusive of the above listed amendment fee charged by Vayeni, the Client may be subject to the supplier(s) cancellation policy too.

5. Important Booking Information

5.1. Shared Transfers and Activities

5.1.1. Road, boat, air transfers and activities are quoted on a seat basis (on a shared basis and NOT private) unless otherwise requested or specified. Private charters/transfers can however be requested at an additional cost.

5.1.2. Transfer duration times are to be used as a guideline. They are based on actual travel time. Passengers may have various stops en-route to a destination adding to the duration of the transfer. International flight connections are accounted for in the daily schedules.

5.1.3. On shared transfers all the flight times are arranged a day before travel to avoid endless schedule changes. The transfer or charter company reserves the right to specify departure and arrival times.

5.1.4. Although every effort will be made to ensure that guests are transferred together in vehicle/aircraft, this cannot be guaranteed especially where larger groups/families are confirmed due to the capacity of the vehicle/aircraft.

5.2. Weight and Luggage restrictions

5.2.1. The travel agent / tour operator should advise the Company in the event that a passenger weighs over 100kg at the time of requesting a quotation, as well as at time of confirming the booking, as it may be necessary to cost in an additional seat on internal flights for the passenger's safety and comfort.

5.2.2. Luggage is restricted on flight transfers to 20kg per person, which includes all hand luggage and camera equipment. Please refer to your itinerary notes, as in some instances, and in some countries, such as Zambia and Zimbabwe this limitation is decreased to 15kg per person. Please note that luggage in excess



of the above restrictions shall result in additional costs for transport and/or storage and should be arranged in advance. Note that laundry can be done on a daily basis at most camps and lodges.

Only soft bags will be accepted – no hard suitcases or bags with wheels can be transported, as they physically do not fit into the aircraft pod. The maximum dimensions of the soft bags that can be accommodated are as follows: 25cm/10 inches wide x 30cm/11 inches high and 62cm/24 inches long. Please keep in mind that the baggage compartments on the light aircraft are only 25cm high, so the pilots must have the ability to manipulate the bag into the compartment.

Guests arriving in Botswana, who have not adhered to the luggage guidelines as per above, will NOT be able to depart on the scheduled charter. New CAAB (Civil Aviation Authority of Botswana) regulations are very strict with regards to flight plans; departure timing and aircraft load sheets that have to be logged according to a prescribed timeline for each and every scheduled departure.

Guests who arrive with incorrect luggage will be given the option to book a private charter to their destination (at additional costs to be paid directly before departure) AND subject to the availability of aircraft at the time of booking these flights. No refunds on the costs paid for scheduled charters that were missed due to their incorrect luggage and or accommodation not provided due to this delay will be provided. In all cases, additional arrangements for transfers, overnight accommodation in Maun or Kasane and meals are for the guest's own account.

It is no longer worth the risk of trying to arrive with luggage that does not fit the specification of the inter-camp transfers. Guests will be left behind and will incur substantial additional expenses to proceed on their holiday as additional flight (or other transport) arrangements may be made which, in terms of which additional payment may be required from Guests.

5.3. Health

5.3.1. The travel agents / tour operators shall ensure that the Client acknowledges and is made aware of the proposed itinerary and confirms that he/she is medically fit, in good physical and mental health and that there is nothing which renders him/her unfit to undertake the tour.

5.3.2. Any Client with a pre-existing medical condition or illness must declare the true nature of such conditions to the Company before the commencement of the tour. The Client is responsible for attending to any medical condition which he/she may have and must consult with his/her physician in respect of all medical conditions which might be affected by his/her participation in the tour, activities or associated activities.

5.3.3. Clients who require prescription medication, are advised to carry it in their personal carry-on luggage and NOT in their checked luggage in case of luggage not arriving with the client. Prescription medication is not readily available in remote areas.

5.3.4. The travel agent / tour operator shall inform the Clients that certain areas included in the tour are malaria-infected areas and that he/she should take reasonable anti- malaria precautions.

5.3.5. Without derogating from the generality of the afore-going, it is furthermore the Client's responsibility to ensure that they are aware of the vaccination requirements for the countries they are visiting, that all vaccinations and inoculations have been obtained, and that they possess the relevant vaccination certificates. Clients who will be travelling to Zambia and who are in transit through South Africa should ensure that they are in possession of a Yellow Fever vaccination certificate.



5.3.6. Any specific Health Conditions such as sleep apnoea, which require the use of electrical devices, should be advised prior to confirmation of a booking, as an alternate plan would need to be made for camps/lodges that do not have 24hour electricity supply.

5.3.7 The Clients undertake to ensure that they have taken it upon themselves to ensure that they are of good health and are fit to travel and fly.

5.4. Insurance

5.4.1. Travel, cancellation and health insurance are highly recommended for all Clients.

5.4.2. All insurance arrangements and fees are the sole responsibility of the Client and each Client shall arrange his/her own insurance with a reputable insurer, with protection for the full duration of the tour, and which insurance will cover the following but not limited to personal injury, medical expenses, death, loss of support, disability, loss of luggage, damages and expenses associated with the cancellation or curtailment of any tour before the commencement of this tour, which may arise as a result of the Client participating in the tour.

5.4.3. In the event that the Client falls ill or should be injured during the tour, the Client shall be responsible for all hospital, doctor, medical and repatriation costs and the Company shall not be liable for any refund of the tour fee for any reason whatsoever nor will the Company be responsible for any medical bills incurred.

5.5. Visas/Passports/Travel Documents

The Client is solely responsible to ensure that his/her passports, visas, insurance cover and vaccination certificates, (and any other travel documents and/or requirements of any nature whatsoever) are valid for the duration of the tour and in the countries to be visited. Immigration requirements require passports to be valid 6 months after the intended date of departure from your holiday destination, and there need to be at least 2 full blank visa pages in the passport.

Our recommendation for travel throughout southern Africa is as follows: "Visitors to Africa must have a passport that is valid for at least 6 months beyond your intended departure date, together with onward travel documents, proof of accommodation and sufficient funds for the duration of your stay. Please also ensure that you have sufficient blank visa pages (not endorsement pages) in your passport, with at least 2 consecutive/side by side blank pages. Our recommendation is 3 pages (or even 4 if you are travelling through more than one country on your journey). If there is insufficient space in the passport then entry into a country could be denied." We do not however accept any liability or responsibility for such denial or for any false information and it is up to the Client to ensure that compliance with the immigration laws of the country upon which entry is required.

5.6. Wild Animals

Please be aware that these safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Neither Vayeni, nor their employees, can be held responsible for any injury or incident on the safari. Please note that most safari camps in Africa are not fenced.

6. Cross-nationality bookings

6.1. Residents & Non-residents:



- 6.1.1 In the event of multiple nationalities falling under one booking: Zimbabwean Residents / SADC residents / Internationals, most properties have a 1-for-1 policy whereby an international traveler may travel for the reduced (SADC or Zimbabwean Resident) Rate provided that he/she is travelling with a SADC or Zimbabwean resident who holds a valid residency document or stamp.
- 6.1.1.1. The nationality status needs to be mentioned in writing when making the reservation in order to qualify for the above special dispensation.

7. Package types

7.1 Bed & Breakfast

This rate is inclusive of accommodation and breakfast

7.2 Full Board

This rate is inclusive of accommodation, all meals and teas provided by the lodge throughout the day and often scheduled activities per night of stay.

This rate is exclusive of beverages, laundry, spa treatments and specific park fees.

Full Board +

This rate is inclusive of all of the above as well as activities

7.3 Fully Inclusive

This rate is inclusive of accommodation, all meals, local beverages, activities and laundry.

This rate is exclusive of non-premium beverages and transfers

7.4 Excludes

National Park and Conservation Fees which are subject to change (unless stipulated differently)

8. National Parks Fees

8.1 Zimbabwean National Parks and Wildlife Management fees, which are applicable to all accommodation venues and **activities that are carried out in the National Parks**

8.1.1 These rates are usually not included in the rate, due to subject to change, but can in most cases be included upon special request but will only be invoiced within three months of travel

9. Specials

9.1 Seasonal specials and adjustments to the children policy may apply during school and festive holidays (i.e. Easter and Christmas). Please be aware of this possibility when making your booking.

9.2 Special Occasional (i.e. honeymoon, birthday, proposal, anniversary) when mentioned in the booking could be afforded several additional services like private picnic or dinner, spa treatments.

10. Gratuities

10.1 Vayeni does not have a policy whereby a fixed percentage for staff gratuity is charged on the client's invoice. A contribution is solely at the discretion of the traveler

10.1.1 Most gratuities are controlled by a designated Workers Committee at each lodge and divided equally amongst the general lodge staff.

10.1.2 The guides are exempt from the overall gratuities and are treated on an individual basis.

11. Exclusion of Liability, Suppliers Terms and Risk

11.1 . While the Company makes effort:

a) to engage quality Subcontractors among the airlines, hotels, tour operators and other service providers to constitute the itinerary of the tour; and



b) to ensure that the various services that constitutes the tour package will be carried out efficiently and as advertised;

it does not have direct control over the provision of services by Subcontractors and shall not be liable for inter alia any loss, damage, injury, additional costs, delay or irregularity that may be occasioned by an error or default, act or omission of any Subcontractor in carrying out the logistics of the tour package, or associated activities.

11.2 The Company shall not accept liability for:

a) 1. Any changes, omissions or delays before, or during the course of the tour occasioned by technical difficulties, weather conditions, communication breakdown or events beyond the control of the Company.

b). Any cancellation or curtailment of the tour as a result of the Client's personal circumstances, e.g. death or illness.

c). Changed circumstances and/or event expenses: these include but are not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc., which will be for the Client's own account.

11.3 . If, in the opinion the Company, the fulfilment of the tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Company's control, the Company may at any time cancel the package or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancelation or alteration shall be for the account of the Client.

11.4 . The Company will on request provide the identity of the Subcontractor and such Subcontractor's terms and conditions

11.5 The Company will not be liable or responsible for any damages of whatsoever nature (including but not limited to any personal injury, death and/or damage to property) that the Client may sustain arising from any cause whatsoever, including negligence.

11.6. The Client binds his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns to the terms and conditions of this document and undertakes to indemnify, hold harmless and expressly exempt the Company from any and all liabilities and/or claims (specially including but not limited to claims arising from personal injuries, death, loss of support, delay, theft, inconvenience, accident, loss, consequential loss, damage to property, medical expenses, funeral and related expenses) arising from any cause whatsoever by virtue of the Client's participation in the tour.

11.7 The Client waives any and all liabilities and/or claims of whatsoever nature or cause, howsoever arising, which he/she or his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns might have against the Company and releases the Company against any and all liability and/or claims that may arise or accrue to the Client, his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns.

11.8. Without derogating from the generality of this document, should the Company for any reason whatsoever not be found to be protected by the contents of this document (in whole or in part) and found to be liable to the Client or any of his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns for any loss or damage allegedly suffered, then and in that event the Company's liability in respect thereof shall be limited to the actual proven and direct loss only, such liability however, shall not exceed the reservation fee paid.



11.9. The Company will not be responsible for any charges that appear on a Client's credit card not levied/effected directly by the Company (e.g. a credit card charge by a hotel) and will not accept any responsibility for having any of these charges reversed or corrected upon the Client's return to his/her country of departure/final destination.

11.10 Responsibility

In addition the Company shall have the right at any time at its discretion to cancel any safari or the remainder thereof or make any alteration in route, accommodation, price or other details and, in the event of any safari being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of the passenger. The Company may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the afore-going it shall be entitled to do so in the event of the illness or the illegal or incompatible behaviour of the guest, who shall in such circumstances not be entitled to any refund. The person making any booking will, by the making of such booking, warrant that he or she has authority to enter into a contract on behalf of the other person included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

11.11 Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the Clients obligation to periodically check these Terms and Conditions at the Website for changes or updates. The Clients continued use of this Website following the posting of changes or updates will be considered notice of the Clients acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

11.12 Law

The Conditions will be exclusively governed by and construed in accordance with the laws of Zimbabwe , in signature to this Agreement the Client and Vayeni also agree that the Victoria Falls Magistrates Court will have exclusive jurisdiction in any dispute relating to Zimbabwe, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions. All costs will be claimed by the Company on an attorney and client scale.

This document constitutes the entire Terms & Conditions policy of Vayeni and no modification, variation, alteration or consensual cancellation shall be made by either party unless provided in writing and agreed by both parties. This is an overview of the trading policy for– www.vayeni.com

I/We hereby acknowledge that I/we have read and understand this document and agree to abide by Terms & Conditions detailed herein.

Approved for and on behalf of the client

Approved for and on behalf of Vayeni (pvt) Ltd

Name of client:

Suzanne Everaerts-Brown (Sales Director)

Guardian (if applicable)

Duly authorized to do so.

Email:

suzanne@vayeni.com

Signature:



Date:

