

INTRODUCTION

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 South Cape Images 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 should 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 Benahavis 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 specified internal air transfers, all surface transportation, all accommodation (including taxes and service charges), all meals, all park entrance fees, all conservation fees, leader services, bottled water (in countries with unsafe drinking water) and some drinks. Any exceptions are clearly indicated at the end of the relevant safari description. Laundry services will be included on certain safaris and will be specified on the safari fact sheet.

We include all meals during the period between the beginning of the safari and the ending of the safari, as specified in the safari description. We include all drinks with the exception of premium wines, liquor and champagne. We include a generous quantity of bottled water in locations where the drinking water is unsafe.

What is not included

The safari 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 unless specified otherwise on the safari description

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

If you are a couple traveling together then please indicate on your booking form special request whether you prefer a double-bedded room (i.e. one large bed) or a twin-bedded room (i.e. two smaller beds), by indicating 'Double' or 'Twin' as appropriate. 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. If you are traveling alone and would prefer to share a twin-bedded room then please indicate this on the booking form by indicating 'Twin' in the question about accommodation.

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 rooms if you are sharing with a non-smoker, which is 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 office 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.

Hotel Bookings

We will be pleased to arrange hotel accommodation at airports or elsewhere in connection with our Safaris for anyone needing this. Please note that the extra costs will not be included in the safari price and will be at the client's expense

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 South Cape Images photographic safari you are interested in before sending your booking form to us. We will be more than happy to hold open space for you for up to 14 days in order to give you sufficient time to send in your booking form and deposit.

Booking Procedure

To make a booking you must either complete the on-line booking request form on our website and submit it to us electronically or send an email requesting the safari in question.

An invoice will be issued for the required 30% deposit per person. Proof of payment must be sent to confirm your booking of the photographic safari.

If you are booking less than 4 months before the date of departure of the safari you will need to send full payment.

Please see the Payment section below for payment methods.

On receipt of your deposit our official confirmation will be sent to you via email to the email address specified on your booking request.

The person signing the booking form warrants that he/she has the authority to make the booking on behalf of all other persons included on the booking form. (On-line booking forms are deemed to have been signed by the persons submitting them.)

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.

Safari Invoice

Unless specified otherwise in the individual safari description, the final invoice for the balance of the safari cost will be sent approximately four months before departure and the full payment due must be received by us 45 days before the date of the safari departure.

We reserve the right to treat the safari as cancelled and levy cancellation charges if the full payment is not received by the due date. In any event, you will be responsible for payment of any additional costs. If you are going to be away from home when the safari payment is due, please make arrangements with our office for early payment.

Payments will be done in USD unless agreed otherwise. Payments must all be net, free of any bank commissions or fees.

You may choose to pay in USD by any of the following methods :

Bank Transfer

Bank Name : Sabadell
Account Name : South Cape Images Ltd
Account Number : 0081 2097 61 0070130325
IBAN : ES7900812097610070130325
SWIFT : BSABESBB

PayPal

Payments via PayPal will incur a 4% surcharge

Name : mario@southcapeimages.com

CANCELLING OR TRANSFERRING A BOOKING

Safari Cancellation

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

More than 12 months before departure: 50% of interim deposit
12 months-121 days before departure: 100% of full deposit
1-45 days before departure: 100% of final Safari price
Day of departure or later: 100% of final Safari price

Important : Some Safaris involving boat and/or air charters have different cancellation conditions and any such variations will be detailed in the Safari description. If the reason for your cancellation falls within the terms of your travel insurance the cancellation charges will normally be refunded by your insurance company (less any excess applicable). For this reason we strongly recommend taking out comprehensive travel insurance that will cover you adequately for an unexpected cancellation.

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. (Except in the case of transfers made more than 12 months before departure, other than certain Safaris involving boat and/or air charters, as stated above.)

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 safari.

PRICE CHANGES, SAFARI ALTERATIONS & CANCELLATIONS

Provisional Safari Prices

Prices for Safaris departing far ahead are indicated as provisional as we can only 'guesstimate' what future exchange rates, transport costs, accommodation costs and other costs will be up to 30 months from when we prepare a tour description, and in addition we may elect to make minor modifications to the itinerary. If you book on a safari where the price is indicated as provisional, you have the right to cancel your place, should you wish, without incurring any cancellation charges, if the confirmed price of the Safari ends up being more than 15% above the provisional Safari price indicated at the time you booked, providing you notify us in writing (fax or email are acceptable) and this notification is received by us within 14 days of the date of despatch of the notification from us that the confirmed price exceeds the provisional price by over 15%.

Safari Price Surcharges and Reductions

We would like to be able to offer complete price stability once our Safari prices are confirmed, but because of the possibility of substantial increases in transportation costs, fuel costs or taxes, or substantial negative movements in exchange rates, we cannot guarantee prices up to 18 months after the date of publication of our Safari descriptions with confirmed prices. We reserve the right to increase the price of a Safari in the event of cost increases incurred by us that stem directly from increases in transportation costs (by air, land or water, and including increases in fuel costs), increases in government taxes, fees, dues or levies, or negative movements in exchange rates.

In order to maintain the prices advertised in our safari descriptions we are dependent on reaching a certain level of support for each Safari. The great majority of South Cape Images photographic safaris achieve the required minimum level, but a small minority do not. We appreciate that it is very frustrating to have a long-anticipated safari or safari extension cancelled, so it is South Cape Images policy to do everything possible to ensure that our safaris and extensions operate, and that our clients and friends are not disappointed. We regularly operate Safaris with only 6 participants, and occasionally with even fewer.

In the event that the required level of bookings for standard operation is not reached, we will still go ahead and operate the safari or extension if we possibly can, even to the extent of operating at a modest loss. If we face considerably increased costs in such situations we may have to impose a surcharge in order to cover increased transportation costs per head. (The remaining cost increases, mainly relating to increased costs for leader accommodation and fees per head, will be absorbed by us.)

We will absorb any unexpected cost increases, stemming from the causes listed above, up to an amount equivalent to 2% of the confirmed safari price in the safari description, although we will have to pass on any additional increases to you in part or in full.

No surcharge will be imposed less than 30 days before departure. If there is a surcharge that exceeds 15% of the confirmed price of the safari as indicated in the Safari description, you may cancel your booking and receive a full refund or transfer your booking to another South Cape Images photographic safari, provided we receive written notification within 14 days (fax or email are acceptable) of the date of despatch of our surcharge notification. Safari prices may also be revised downwards at our discretion, but as we undertake to absorb cost increases of 2% or more for every single safari in the South Cape Images program, and as cost increases are the norm, such downward revisions to prices will only be made in exceptional circumstances.

Safari Alteration

The safari descriptions are prepared up to 30 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 experience. 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.

Other examples of changes that can be expected from time to time include relatively modest changes to the safari duration (lengthening by up to 36 hours, or shortening by up to 12 hours), rescheduling of flight departure or arrival times, changes of airline or airport, re-ordering of the itinerary, changes to the amount of time spent at each venue and changes to accommodation.

Naturally we will notify you in the event of any alteration that has to be made prior to departure (and as soon as possible in the event of changes to the safari duration and/or flight schedules). Such changes as specified above, and other such changes, will not have significant impact on the performance of the safari or your ability to travel and are not grounds for cancellation without charges.

Occasionally major alterations are necessary which might materially affect your ability to travel. Examples of major alterations are changes to the safari dates by more than one day in either direction, or lengthening of the safari duration by more than 36 hours. Naturally we will do our utmost to notify you as soon as possible in the event of any major alteration that has to be made prior to departure.

If a major alteration, as defined above, is made before departure, you may either agree to proceed with the safari as modified or, if you prefer, you may cancel your booking and receive a full refund or transfer your booking to another South Cape Images photographic safari, provided we receive written notification within 14 days (fax or email are acceptable) of the date of despatch of our notification.

If an alteration is made which results in lengthening of the safari, or some other substantial increase in costs, we will absorb whatever we can of the cost increases and only pass any remaining balance to you. In the event of such an alteration, and should the safari price have been confirmed rather than still be provisional, you will have the option to either agree to proceed with the safari as modified and accept the price increase we specify or, if you prefer, you may cancel your booking and receive a full refund or transfer your booking to another South Cape Images photographic safari, provided we receive written notification within 14 days (fax or email are acceptable) of the date of despatch of our notification.

Very rarely major alterations to the safari itinerary become necessary, through circumstances amounting to force majeure (see Safari Cancellation), either before or after departure. In such rare situations we will do our very best to modify your safari in a manner that minimises necessary disruption. We will make a partial refund to you if the modified itinerary results in a cost saving.

Please note that we cannot take responsibility for any additional costs or losses that you may face, including any airline amendment charges you may suffer, as a result of either minor or major itinerary alterations that are caused by circumstances outside our control.

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 safari due to circumstances outside our control we will offer you an alternative safari 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 Safari economically viable. We want to stress that the vast majority of our safaris operate as planned, with only a very small minority failing to do so. 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 safaris 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 Safari Leaders

The normal group size limit for each safari is specified in the safari description. The limit is normally 6 participants plus leader(s), 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.

Airlines, Airports, Aircraft Types

As all flights in connection with our safaris are arranged on an individual basis, we are not in a position to state in the safari descriptions the airlines or airports/airstrips to be used by our clients. We are not in a position to confirm the aircraft types which will be used on any of the scheduled air charter transfers to the final destination.

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 and/or a valid Yellow Fever vaccination certificate. Remember, if your passport is getting full, 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.

Computerised Mailing List

All names and addresses on the South Cape Images mailing list are stored on computer files. These files will most definitely not be passed to any other party, for advertising purposes or for any other reason, but should you object to having your name and address stored in this way please inform our office and we will remove your entry.

Complaints

In the unlikely event that you have cause for complaint you should notify one of the leaders (or our office where appropriate) 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, camps, lodges, restaurants and other organisations 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.