

# Terms & Conditions

Please ensure that you read our Terms and Conditions. The section on General Terms and Conditions deals with bookings, rates, payments, cancellations, risks, passports, visas etc. It is in your interest to read and understand the contents.

## USER TERMS AND CONDITIONS

By using this website (the "Site") you the "User" are deemed to have read and agree to be bound by, all of the terms and conditions contained herein and furthermore agree to use the Site in strict accordance with these terms.

## GENERAL TERMS AND CONDITIONS

Time + Tide's standard terms and conditions (which include the booking conditions) apply for all travel requests and Safari's provided and/or organized by Time + Tide.

For access to these terms and conditions including those specifically relating to your booking, travel arrangements and Safari with Time + Tide, please follow this link: [General Terms and Conditions](#).

## USE OF SITE

Whilst reasonable care has been taken in the preparation of this Site to ensure that the information contained herein is accurate, all the information appearing on these pages is provided without any representation or warranty whatsoever, whether expressed or implied and no liability pertaining thereto shall attach to the Time + Tide its subsidiaries, related entities and group companies and all their directors, officers, employees, agents, representatives, sub-contractors and assigns.

This Site may include technical or other inaccuracies or typographical errors. Changes and amendments are periodically made to the information, services, or activities contained herein and these changes shall be incorporated in any new editions of this Site. You, the User, hereby acknowledge that any such information and material contained on this Site may contain inaccuracies or errors and Time + Tide expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

Time + Tide expressly reserves the right, in its sole and absolute discretion, to alter or amend any Terms, Policies, criteria, service, or information set out in this Site without notice. You shall be responsible for reviewing any such changes each time you access this Site and your continued use of this Site after changes have been posted online, constitutes your acceptance of this Policy as modified by the posted changes. By using this Site you agree to indemnify Time + Tide its subsidiaries, related entities and group companies and all their directors, officers, employees, agents, representatives, sub-contractors and assigns (the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all claims and expenses, including attorney's fees, arising from your use of this Site.

The content of the pages of this Site are for your general information and use only and are subject to change without notice.

## COPYRIGHT & TRADE MARKS

This Site contains trademarks and intellectual property such as brands, designs, content and data, including but not limited to, the software, icons, text, images, photographs, design, layout, look, appearance, graphics, hyperlinks and private information which are the property of, licensed to, owned by and/or controlled for these purposes by the Site and/or Time + Tide. Time + Tide retains all copyright in all material including logos and other graphics that form part of this Site. Any use of materials on this Site not expressly authorized is strictly prohibited and constitutes unlawful infringement of the intellectual property rights of Time + Tide.

## SECURITY

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this Site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this Site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this Site or attempts to gain unauthorised access to any page on this Site shall be held criminally liable, and in the event that Time + Tide should suffer any damage or loss, civil damages shall be claimed.

## RISK AND LIMITATION OF LIABILITY

Use of this Site and the information contained herein is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. Time + Tide including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives and assigns shall not be liable for any damages whatsoever, including, without limitation any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, tort or otherwise, relating to the use of, or inability to use, this Site or the information contained therein.

## PRIVACY

Time + Tide is committed to the privacy of its Users and ensuring that your information is secure. Whilst all reasonable care is taken to protect the personal data of Users of this Site, Time + Tide including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives and assigns cannot be held liable for any misuse of such data by unauthorised persons.

If you do nothing during your visit but browse through this Site, read pages, or download information, this Site will gather and store certain information about your visit automatically. This information does not identify you personally and will only be used to help make the Site more useful to visitors, to gain knowledge as to the number of visitors to the Site, and the methods of technology the Users use. Time + Tide does not track or record information about individuals and their visits.

Time + Tide does not collect personally identifiable information unless you choose to provide it to them. Should you provide Time + Tide with personally identifiable information, for example, by sending an e-mail or by completing a form and submitting it through this Site, Time + Tide shall use that information to respond to your message and to help provide you with the information and services that you request.

Time + Tide shall not disclose any personal information to anyone except as provided for in this Policy. Time + Tide may from time to time use information gathered by it for marketing purposes to contact you in writing, telephonically or via e-mail to offer you services or products which we feel you may be interested in. You may request that Time + Tide cease sending you such information or request that your personal information be removed from Time + Tide's database or mailing list at any time.

Time + Tide may however be required to disclose personal information to its related entities and group companies, officers, employees, agents, representatives, sub-contractors and assigns who require such information to carry out their duties. There may also be situations where the law requires Time + Tide to disclose your personal information.

By submitting your personal information you consent to the use of that information as set out in these Terms of Use. In the event of any change, alteration or amendment to the Time + Tide privacy policy it shall post the changes on this Site in order that you may be made aware of the information it collects and how such information will be used at all times. Continued use of this Site will signify that you agree to any such changes.

Cookies will be sent to your computer, which track visitors to our site. Cookies are strings of information allowing websites to customize their sites for the benefits of both the user and owner of the site. You can set your browser to notify you when you receive a cookie, giving you the chance to decide to accept it or not.

#### **LINKS TO OTHER WEBSITES**

The Site may contain links to other websites of interest which are beyond the control of Time + Tide. Time + Tide are not responsible for the content or quality of any of these websites. Time + Tide cannot be held responsible for the protection or privacy of any information which you provide whilst visiting such sites. It is important to note that such sites are not governed by this privacy statement and you should therefore exercise caution and consider the privacy statement applicable to the website in question.

#### **TERMINATING REGISTRATION OR USE OF THE WEBSITE OR SERVICES**

Time + Tide may in its sole discretion and at any time discontinue providing this Site or any part thereof, with or without notice.

#### **GOVERNING LAW**

These Terms of Use shall be governed in accordance with the laws of Mauritius and subject to the exclusive jurisdiction of the Courts of Mauritius.

#### **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions contain important information. It is therefore essential that you carefully read and understand them.

#### **GENERAL**

By booking with Time and Tide Ltd t/a Time + Tide and by making payment in whole or in full for your Safari, you the "Guest" on your own behalf and on behalf of any other person on whose behalf you made the booking (including any minors who may be accompanying you) acknowledge that you have read, understood and agree to be legally bound by these General Terms and Conditions ("Terms").

Acceptance of your booking will be confirmed in writing to you or your agent, and a contract comes into existence on the date shown in your confirmation letter or email.

#### **RATES**

All rates are quoted per person per night, sharing a twin or double room, in USD. For full details on inclusions and exclusions of rates please see our **Rates** page. Children are accepted at many of our camps, please **Enquire** for further details.

#### **PROVISIONAL BOOKINGS**

Bookings made on a provisional basis must be confirmed within 30 days. Time + Tide reserves the right to cancel any booking that is not confirmed within this period.

#### **PAYMENT**

Full payment is due 30 days prior to arrival and is payable by bank transfer or by Visa or MasterCard by prior arrangement.

A deposit of 25% or the cost of any flights booked (which ever it the greater) is required to secure bookings made prior to 30 days before the start of the Safari.

Bank transfer charges are not included in the booking price and are an additional cost payable by you over and above the booking price. You are kindly requested not to charge these to Time + Tide.

#### **CANCELLATIONS**

If you wish to cancel a booking, the following cancellation fees will apply:

120 - 91 days: 25% cancellation fee

90 - 31 days: 50% cancellation fee

31 - 0 days: 100% cancellation fee

**PLEASE NOTE ALL FLIGHTS ARE NON-REFUNDABLE.**

#### **ALTERATION OR CANCELLATION OF SAFARI BY THE COMPANY**

Time + Tide reserves the right to alter the Safari itinerary if it, the ground handler, safari operator or guide believes such is necessary or advisable for reasons of convenience, comfort or safety.

Time + Tide will not cancel a Safari after a booking has been confirmed unless it becomes necessary to do so as a result of actual or threatened war, civil strife, industrial dispute, terrorist unrest, active or threatened disaster, fire or adverse weather conditions or for reasons of group comfort or safety or because of any other adverse happening beyond the control of Time + Tide. Any such cancellation shall be in the absolute discretion of Time + Tide.

In the event of any cancellation Time + Tide will inform you without delay and use its best endeavors to offer suitable and comparable alternatives. Should suitable and comparable alternatives not be available, Time + Tide will endeavour to refund the payments made by you to Time + Tide in respect of the booking. Any refund will constitute the full extent of Time + Tide' liability to you.

#### **ALTERATION OR CANCELLATION OF SAFARI BY THE GUEST**

If you wish to alter or vary a Safari once the booking has been confirmed but prior to the commencement of the Safari, Time + Tide shall, subject to availability, use all reasonable endeavours to bring about such alterations although it cannot guarantee that it will be able to do so. Furthermore Time + Tide may, at its discretion, levy a reasonable charge for any such alteration as well as for communications or other costs, expenses or charges that may be incurred.

Should you wish to alter a Safari once the Safari has commenced, Time + Tide may, in its sole and absolute discretion allow such alternations (subject to availability) and levy a reasonable charge for any such alteration as well as for communications or other costs, expenses or charges that may be incurred.

Should you elect to cancel the whole or part of the Safari, either prior to or during the Safari, the cancellation will be subject to the cancellation fees detailed above and no refunds will be made for any unused features or portions of the Safari.

#### PASSPORTS AND VISAS

It is your responsibility to ensure that you have a valid passport and have obtained the appropriate visas for your travels. Please ensure that your passport is valid for 6 months beyond the duration of your Safari.

#### CARRIAGE BY LAND, SEA, AND AIR

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellation, delays or diversions, over which Time + Tide has no control and for which it accepts no liability whatsoever.

#### BAGGAGE

Baggage is carried at your own risk throughout the Safari and Time + Tide will not be liable for any loss, damage or theft thereto.

#### TRAVEL RISKS

You are required to carefully identify, review and consider the risks of travel to the Safari destination including reading the most relevant British Foreign Office Foreign Travel Advice (which can be found at <https://www.gov.uk/foreign-travel-advice>) and taking advice from the nearest embassy of your country relevant to the destination(s).

You acknowledge that as part of your participation in the Safari you may be exposed to significant risks, including by way of example and not limitation terrorism, war, serious bodily injury or death, property damage, and other risks that may not be foreseeable. Furthermore, you acknowledge that conditions in your destination may change rapidly and you

are therefore required to stay informed of current events on a frequent basis by obtaining updated security and health information from the nearest embassy of your country and from the British Foreign Office as mentioned above.

#### TRAVEL INSURANCE

Time + Tide strongly recommends that you take out a comprehensive Travel Insurance Policy before you travel to protect against, *inter alia*, cancellation or interruption of tour, personal accident, emergency evacuation expenses, medical expenses, repatriation expenses and loss of baggage. Time + Tide will not be liable to you or any other party in respect of any consequences arising as a result of your failure to obtain adequate travel insurance including (without limiting the generality of the foregoing) any loss, damage, illness, injury or death or due to any travel arrangements having to be changed, amended or cancelled.

#### INDEPENDENT CONTRACTORS AND SUPPLIERS

You acknowledge that certain goods and services forming part of the Safari are provided by various independent contractors and suppliers that are not subject to Time + Tide direct control. Accordingly, Time + Tide cannot be held responsible for any act or omission (whether negligent or otherwise) of any independent contractor or third party supplier, including by way of example and not limitation, those third parties providing lodging and accommodation facilities, airline, boat or other transportation companies, local ground handlers or safari operators, guides, food service providers and equipment suppliers. Time + Tide will not be liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, expense (including loss of money paid in advance), accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control including, without limitation, any willful or negligent act or failure to act or breach of contract of any third party which is, to, or does supply any goods or services during the Safari.

#### YOUR SAFARI AND ASSUMPTION OF RISK

Whilst every care is taken to ensure your safety and well-being and to your minimize exposure to risk during your Safari there are certain inherent risks with any form of

travel, particularly when travelling to Africa. As such Time + Tide would like to make you aware of the following:

- 1 adventure travel, whether in civilized or remote areas, by plane, train, auto, boat or other modes of transportation or conveyance, or on foot, contains inherent risks of danger and illness, injury, disability death or loss and damage of property;
  - 2 wild animals can be unpredictable and potentially dangerous and that all activities in proximity to wild animals involve a certain element of risk and may cause injury disability, illness, death or loss and damage of property;
  - 3 medical services or facilities may not be readily available, the evacuation to same may be time consuming and difficult and/or the competence and quality of same may not be up to the standards of services that you may otherwise be accustomed.
- The abovementioned risks may be present at any time before, during, and after your Safari and you may therefore be exposed to injury, illness, death or loss and damage of property during the course of the Safari.

All guests are deemed to have unconditionally and unequivocally accepted all such risk with respect to the Safari and circumstances described herein, including but not limited to the risk of injury, illness, death, disability, theft or damage, attacks, bites or diseases by or from animals, pests or insects, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, disease, epidemics of the threat thereof, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond the control of Time + Tide.

#### EXCLUSION OF LIABILITY

To the fullest extent permitted by law Time + Tide including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives, sub-contractors and assigns, outfitters, service providers, and/or suppliers does not accept any liability whatsoever for any death, disability, injury, loss, theft or damage to property howsoever caused (including through negligence), which any guest may directly or indirectly suffer in connection with or arising from these Terms, the guest's participation in the Safari, the guest's use of the services and facilities provided as part of the Safari package, any failure or omission on the part of Time + Tide to

comply with its obligations under these Terms, or in respect of any other conduct that Time + Tide undertakes in connection with the Safari.

To the fullest extent permitted by law each guest agrees to release and discharge Time + Tide, including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives, sub-contractors and assigns, outfitters, service providers, and/or suppliers (the "Indemnified Parties") from any claims, actions, proceedings, damages, loss, costs and expenses including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages ("Claim") which the guest or any other person, (including any minor's accompanying the guest and their administrators, representatives, heirs and assigns and your executors, administrators, representatives, heirs and assigns) may have against the Indemnified Parties by reason of any matters, cause or thing whatsoever, including inter alia, death, disability, injury, loss, theft or damage to property, delays and cancellations of expeditions in connection with or arising from these Terms, the guest's participation in the Safari, the guest's use of the services and facilities provided as part of the

Safari package, any failure or omission on the part of Time + Tide to comply with its obligations under these Terms, or in respect of any other conduct that Time + Tide undertakes in connection with the Safari.

Each guest agrees indemnify the Indemnified Parties against any such Claims relating to or arising as a result of the guest's participation in the Safari or by reason of any other matters, cause or thing whatsoever including inter alia, death, disability, injury, loss, theft or damage to property, delays and cancellations of expeditions in connection with or arising from these Terms, the guest's participation in the Safari, the guest's use of the services and facilities provided as part of the Safari package, in respect of any failure or omission on the part of Time + Tide to comply with its obligations under these Terms, or in respect of any other conduct that Time + Tide undertakes in connection with the Safari.

Each guest covenants not to take any legal action against the Indemnified Parties or challenge in any way or for whatever reason the validity or the competence of these Terms.

#### **AGENT**

Where the guest uses the services of an agent for any aspect of the Safari (including the booking), it shall be the responsibility of the agent to ensure that their client is made aware of and accepts these Terms and well as any further terms and conditions as set out by Time + Tide. Time + Tide accepts no responsibility other than those outlined above.

#### **GENERAL**

You accept that all statements made and/or information given by Time + Tide including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives and assigns are provided in good faith and are not be construed as in any way affecting or waiving these Terms.

#### **GOVERNING LAW**

These Terms and the relationship between the guest and Time + Tide shall be governed in accordance with the laws of Mauritius and subject to the exclusive jurisdiction of the Courts of Mauritius.

