



COVID-19

# TERMS & CONDITIONS

AMENDED AUGUST 2020

During this period of uncertainty caused by the Covid-19 pandemic, African Bush Camps is committed to being as flexible as is reasonably possible in amending Guest bookings, but with country specific conditions and quarantine requirements it is difficult to find a universal solution. Disruption caused to travel by Covid-19 is unfortunately the new normal for travellers.

Whilst Covid-19 conditions exist, the amended Covid-19 Terms and Conditions set out below replace all previous amendments to the Covid-19 Terms and Conditions and Section 7 (Changes, amendments or variations to the booking) and Section 8 (Cancellation Policy) of our Standard Terms and Conditions ("T&Cs").

Guests are still required to acknowledge and accept all other terms and conditions set out in our Standard T&Cs.

Given the fluidity of world events and developments surrounding Covid-19, African Bush Camps strongly recommends Guests do not cancel their booking but postpone their once-in-a-lifetime African safari.

## 1. Covid-19 Terms and Conditions:

- 1.1 Are applicable for any confirmed bookings still to travel subsequent to 1st August 2020.
- 1.2 Will remain in effect until amended, withdrawn or substituted by ABC in writing.
- 1.3 When withdrawn, any confirmed booking still to travel will follow African Bush Camps' Standard Terms and Conditions.

## 2. Covid-19 Amendment, Refund and Cancellation Policy

During the period these Covid-19 Terms and Conditions are in force, the Guest is granted greater flexibility by being given the following options:

### 2.1 To postpone at the Guests' sole discretion up to 45 days before travel

The Guest may postpone their trip free of charge by notifying African Bush Camps at least 45 days prior to travel. Assuming availability, African Bush Camps will honour the same rates per the original booking for travel up to the 1st January 2022 - subject to seasonal and special package rates. Any postponement where travel takes place after the 1st Jan 2022 will be subject to any annual price increases, and seasonal and special package rates.

### 2.2 Cancellation of the Booking and refund of price

The Guest may cancel the booking by notifying us in writing at least 45 days prior to travel, in which case the Guest will be refunded in full any monies paid, less the Foundation Contribution of 2.5% on the total booking value. This will be paid to the African Bush Camps Foundation to fulfil its financial commitments to our Community and Conservation projects. Any bookings cancelled 45 days or less from the date of travel will be subject to a 100% cancellation fee unless the specific Covid-19 Travel Restrictions (section 2.3 below) apply.

### 2.3 To postpone the booking under specific Covid-19 Travel Restrictions

We recognise that certain specific travel restrictions or events might occur within the 45-day period prior to travel which potentially impact the Guests ability to undertake the proposed itinerary. A Guest may postpone the trip for up to 18 months from the original date of travel, subject to availability, and to adjustments for seasonal and special package rates, by notifying African Bush Camps at least 72 hours before travel if any of the following occurs:

- 2.3.1 Quarantine (at destination): A country, in which an African Bush Camps property booked by the Guest is located, requires a mandatory quarantine for longer than 24 hours for travellers arriving from the Guest's country of residence that cannot be avoided by testing or vaccination, and where the itinerary cannot be satisfactorily rerouted into other African Bush Camps properties in countries which do not have such restrictions.
- 2.3.2 Border Closures: A country, in which the African Bush Camps Properties booked by the Guest are located, closes its borders to everyone but returning residents and the itinerary cannot be satisfactorily rerouted into other African Bush Camps properties in countries which do not have such restrictions.
- 2.3.3 Refusal of Entry: A country, in which the African Bush Camps Properties booked by the Guest is located, denies entry to visitors from the Guests' country of residence and the itinerary cannot be satisfactorily rerouted into other African Bush Camps properties or locations.
- 2.3.4 Quarantine in home country: In the event the governmental authority in the Guest's country of residence, or any country through which the Guest is scheduled to travel, has issued a public notification requiring mandatory quarantine for longer than 24 hours for travellers returning from the location of the ABC Property in which the Guest is booked that cannot be avoided by testing or vaccination, and where the route of travel or the itinerary cannot be satisfactorily rerouted into other African Bush Camps properties in countries which do not have such restrictions.
- 2.3.5 Contracting Covid-19: Any Guest contracts Covid-19 in the 30 days prior to travel (African Bush Camps may require reasonable proof of such event).

In the case of a postponement for the reasons given in 2.3.4 and 2.3.5, a postponement fee of 15% of the total value of the booking will be charged. If ABC is notified (in writing) LESS than 72 hours prior to travel a 100% cancellation fee will be charged.

#### **2.4 Cancel after postponing under specific Covid-19 Travel Restrictions**

In the event a booking was postponed under circumstances in section 2.3, should the Guest subsequently choose to cancel the booking, a 100% cancellation fee shall be charged.

### **3. Covid-19 symptoms prior to or during the itinerary**

- 3.1 The Guest agrees to inform African Bush Camps in writing if any of the Guests included in the itinerary test positive for Covid-19 in the 30 days prior to travel.
- 3.2 For the safety of all Guests, we reserve the right to request Covid-19 testing prior to travel and to exclude any Guests who display symptoms or test positive for Covid-19 from travel at our sole discretion. Additionally, if Guests exhibit symptoms common to coronavirus during their trip, we reserve the right to take any action reasonably necessary including, but not limited to, quarantine, testing and medical evacuation at the Guest's expense. In such cases we shall have no liability to the Guest for related expenses.

### **4. Third Party Arrangements & Services**

- 4.1 All reservations made at third party properties and suppliers are governed by their own respective cancellation policies, terms and conditions (copies of which will be made available on request). African Bush Camps cannot be held responsible and accepts no liability for losses incurred on 3rd party bookings.

### **5. Travel Insurance**

- 5.1 African Bush Camps recommends you take out full comprehensive medical and travel insurance, for the countries being visited. African Bush Camps strongly recommends cover which includes pre-existing medical conditions, medical expenses, repatriation in the event of accident or illness and which covers cancellation, "for any reason" to ensure any payments made to date can be recovered.
- 5.2 African Bush Camps will not be responsible for any losses/costs incurred by the Guest resulting from inadequate, insufficient or incomplete medical and travel insurance cover.

### **6. General**

- 6.1 The Guest expressly acknowledges that naturally occurring diseases and viruses (including, but not limited to, the currently widespread Covid-19) may be present and actively occurring in all environments in which their vacation will take place. They acknowledge the novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. They acknowledge that Covid-19 has made travel uncertain due to government closures and travel restrictions. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). They also understand that if they are older or have underlying conditions, they may be more prone to serious infection and death due to Covid-19. As a result of the highly infectious nature of this disease, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people. They acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by African Bush Camps.
- 6.2 By making a booking at this time, Guests acknowledge the highly contagious nature of Covid-19 and voluntarily assume the risk for themselves and any minors traveling with them. That they may be exposed to or infected by Covid-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death. They acknowledge that due to the uncertainty of travel at this time, their trip may be postponed or cancelled or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. They understand that they may become sick before the trip and may not be able to travel and such cancellation will be subject to our Covid-19 related cancellation terms above.

They also acknowledge that they may become sick during the trip and that their travel plans may change, for which we will not be liable.

- 6.3 They understand the description of the risks due to Covid-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death or any other loss. They agree that having considered these risks, they, and any minors traveling with them, desire to book travel at this time and that they freely and voluntarily assume complete personal responsibility for the risk of exposure, illness, death, delay, postponement, change, and cancellation due to Covid-19, for themselves and any minors traveling with them, even if such injuries or losses occur in a manner that is not foreseeable at the time the booking is made.
- 6.4 They agree that due to uncertainty caused by Covid-19, African Bush Camps has strongly encouraged the purchase of travel protection coverage including "cancel for any reason" coverage, and that should they fail to purchase travel protection coverage, African Bush Camps shall not be liable to any losses howsoever arising.
- 6.5 They and any minors traveling with them, and on behalf of them and their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS African Bush Camps its officers, agents, and/or employees, suppliers, and other participants (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS they may suffer due to exposure, infection, spread, closure, and travel restrictions related to Covid-19, to the fullest extent permitted by law.
- 6.6 Any variations of the above terms and conditions are at the discretion of African Bush Camps and African Bush Camps reserves the right to amend or withdraw the terms without notice.