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A Limited Liability Company registered in Oregon, USA
Insurers: Hiscox USA. Policy UDC-1443423-EO-15

TERMS AND CONDITIONS

Placement of an order with Indigo Safaris LLC trading as Indigo Safaris (the company) is taken as acceptance by the customer of these terms and conditions.

1. Introduction

Please remember when reading through these terms and conditions that we would bend over backwards to try and solve any problems that could arise during your trip. We will do our utmost whenever necessary to make sure everything goes as smoothly as possible, and 99 times out of 100 it does. Customers are asked to remember that things don't always go quite to plan in Africa, Indonesia, and Papua New Guinea as they do elsewhere.

2. Liability

The company takes no responsibility for loss, damage or injury arising from any shortfall, error or omission in the information passed to the customer during the course of the sale or subsequent delivery of the product. The company takes no responsibility nor can be held liable for loss, damage, or injury that occurs on a suppliers or service providers premises or transport, or between two such premises.

3. Insurance

Customers are required to provide for themselves all necessary insurances against personal injury, loss, medical evacuation, medical assistance, hospitalisation, damage, theft, cancellation, delay etc.

3.1 Some of the elements sold by us inherently have a risk factor involved for the customer (e.g. diving, safari, walking safaris, trekking, flying, mountain climbing etc.) and we take no responsibility for the consequences of the customer taking on such risks.

3.2 All customers are responsible for ensuring that they have full insurance cover that includes rescue and hyperbaric recompression (if diving) from the moment that they first place their order and covering the whole period before, during and after travel.

4. The Booking Process

Once you have placed a booking with the company, the client will make a non-refundable deposit of a percentage stipulated in the invoice.

4.2 In the case of a last minute booking (less than 60 days in most cases but occasionally 90 depending on the service providers used) the booking must be paid for immediately.

5. Booking Amendments

5.1 Changes to a booking

Should you wish to make a change to your booking, then we may need to charge an amendment fee to cover additional administration costs. We will inform you of these before making any changes.

5.2 If the changes involve the actual cancellation of any element of the booking, standard cancellation charges will apply. Changes which involve adding to an existing booking can usually be carried out without an amendment charge.

6. Cancellation

We often use charter dive boats, small establishments that book up months in advance, or lodges within national parks that have to pay their park fees in advance. We work with a range of service providers in different countries and they often have different cancellation policies. We inform you of the cancellation policy applicable on your invoice and this is the one applicable. We will do our best to work with our suppliers and you to ensure that you can make a claim for a full refund from your insurance company.

7. Denied Boarding

If your journey starts in the EU, you must work within the EU denied boarding law. Your airline must cooperate with you. You are however, still liable for the costs of your booked safari/diving/hotels/tours/services etc. The company will make every effort to help re-arrange your journey, but you will NOT be entitled to any refund due to your non-appearance for any sector or sectors or services of your journey.

8. Transfers

The company is not liable for any knock on effects arising from the failure of any one element of a sale, such as the non-departure of a boat or plane. Any cancellations arising thereof will be completely the responsibility of the customer. It remains the customer's sole responsibility to arrive and depart and travel between all elements of a trip. The customer must check with local transport operators the exact times and schedules for transport. There are departures on which a failure can cause serious knock-on effects.

9. Invoicing

Invoicing is in generally in US Dollars, but may also be in South African Rand, Australian Dollars, or Euros, depending on the destination. Once a booking is paid for, the price is guaranteed except in the case of surcharges.

10. Surcharges

In some cases suppliers feel the need to pass on surcharges to us for exchange rate fluctuations, fuel price increases, instantaneous extra government park fees.

The company reserves the right to pass on to customers any increase imposed on us by our suppliers.

11. If you have a complaint

If you have a problem during your holiday, please inform the relevant supplier (hotel, safari company, dive centre) immediately who will endeavour to put things right. If your complaint is not resolved, please contact us as soon as you can, and email or text message is generally the most efficient.

11.a You must communicate any complaint in resort to the supplier of the services in question. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday. Most issues can be dealt with straight away.

11 b. Usually we can act quickly to resolve any such problem satisfactorily. Claims arising from problems through which the customer has suffered in silence and not given the provider or ourselves the chance to rectify, only to issue a complaint well after the event, will not be entertained.

11. c Transport complaints.

It is not uncommon for the transport methods employed on our trips to run with delays, or to run below operational standards that would be regarded as normal in Western Europe. We cannot accept any claim of any nature which relates to any failure of transport operators to conform either to timetables supplied by us or to their own timetables or arising from deviations from operational standards by transport operators whose services form part of our itineraries (whether original or amended).

11.d. Post Service complaints procedure

In dealing with an unresolved complaint post trip, you must contact us within seven days of the end of our service. Please bear in mind that when determining whether a refund is due, we will need to negotiate with the supplier in question after your return.

Please also note that placing negative feedback on the internet usually negates any power that we have to negotiate on your behalf.

12. Passport, Visa and Immigration requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements

13. . Suitability and behaviour

We are an ethical organisation that wishes to enrich and develop the destinations that we serve through tourism. We are actively involved in supporting projects in many of the destinations we work with. We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer whose behaviour is such that it does or is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to cause distress, damage, danger or annoyance to any third party, or to cause damage to property.

Our trips can be physically demanding. It is your responsibility to disclose an accurate account of any limitations in your mobility and all other relevant information relating to your health and fitness at the time of booking. You must also advise us of any change to your level of mobility or health and fitness between booking and starting your trip so that we can assess its suitability and attempt to modify it. We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer who is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to be unable to cope adequately with the demands of the trip.

In either of these circumstances all our obligations to you under this contract or otherwise shall cease, full cancellation charges apply and we shall not be liable for any refund, compensation or costs incurred by you whatsoever.

Acceptance of Terms and Conditions:

The placing of a booking with Indigo Safaris LLC for services implies that you accept these booking conditions.