



## **INTO THE HEART** AFRICAN SAFARI

### **TERMS & CONDITIONS**

These Terms & Conditions (T&Cs) will apply to your Into the Heart - African Safari booking; please read them carefully as you will be bound by them. These T&Cs shall constitute the entire agreement between you and Maria Cotera and Melanie Murphy relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written prior agreement, representation, warranty or description of services, other than as expressed herein. The contract and booking is made with, and services will be provided by Maria Cotera and Melanie Murphy. By booking your place for Into the Heart - African Safari you agree to be bound by the T&Cs that govern the relationship, the cancellation policy and limitations of liability. These T&Cs affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### **BOOKING THE TRIP & THE CONTRACT**

All persons wishing to make a booking have carefully read and understand the T&Cs that follow. By making a booking with Maria Cotera and Melanie Murphy you accept, on behalf of yourself and all those named on the booking, to be bound by these T&Cs. A booking is accepted and becomes definite only from the date when you have completed the booking form and deposit payment, and Maria Cotera and Melanie Murphy have sent the confirmation email.

### **PRICING**

Prices shown are per person unless stated, quoted and payable in GBP. Maria Cotera and Melanie Murphy are not responsible for any fees incurred due to currency exchange or fees charged for processing funds paid by card/bank.

### **DEPOSITS**

A non-refundable deposit, plus submission of the online booking form, is required to complete your Into the Heart - African Safari booking. You may book with a deposit until 60 days prior to the start date, after which full payment is required to secure your place. The remaining balance of your payment is due 60 days before the trip begins. Maria Cotera and Melanie Murphy will notify you of the balance due date after your deposit has been processed. If the final balance is not received by the due date, then your booking cannot be guaranteed; Maria Cotera and Melanie Murphy reserve the right to treat the booking as cancelled and forfeit your deposit. Deposits are paid via WeTravel and can be paid via bank transfer or all major credit cards.

### **REFUNDS / CANCELLATIONS**

A deposit is required to secure bookings and is non-refundable and non-creditable due to the requirement to purchase non-refundable and non-transferable essentials including, but not limited to, accommodation and activity reservations on your behalf to secure your place. We understand that unexpected events can arise that can affect your plans. If you cancel more than 60 days before the trip start

date, you may request a partial refund (less a cancellation fee, equal to the deposit). All payments become non-refundable less than 60 days before the trip start date. Cancellations must be made in writing (via email) and must be acknowledged by Maria Cotera and/or Melanie Murphy in writing (via email).

## **FORCE MAJEURE**

Unforeseen circumstances including but not limited to war, government interventions (e.g. lockdowns), extreme weather conditions, riots and unrests, pandemics (e.g. Covid-19), epidemics, outbreaks, any situation arising that might place participants in harm's way, and other unforeseen reasons beyond the control of Maria Cotera and Melanie Murphy ("acts of God") may cause delays, alterations or in extreme cases the cancellation of the transport, activity, accommodation and/or trip. Maria Cotera and Melanie Murphy shall not be held liable in any way for any of these possible occurrences or any consequences which may arise as a result of these; and it will be understood that any delays, alterations or cancellations will be done for the safety of the participants as well as staff on duty. In the case of force majeure Maria Cotera and Melanie Murphy shall apply the "act of god" rule and no fees will be reversed.

## **CANCELLATION BY MARIA COTERA AND MELANIE MURPHY**

Maria Cotera and Melanie Murphy reserve the right to cancel the safari for any reason, but will not cancel the safari less than 60 days before the start date except for unforeseen circumstances outside their control. When a safari is cancelled by Maria Cotera and Melanie Murphy before the agreed date of departure for any reason other than the fault of the participant, you shall be given the option of travelling on another date or to receive a full refund of all monies paid under the contract as soon as possible. Maria Cotera and Melanie Murphy are not responsible for any incidental expenses or consequential losses that you may have incurred as a result of the booking - such as visas, vaccinations, non-refundable flights, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If you are offered a refund but request an alternate safari of a higher value than that originally booked, you must pay the difference in price.

## **AIRFARE**

The Into the Heart - African Safari booking does not include national or international airfares. We recommend you wait until the trip is confirmed before making any non-refundable travel arrangements.

## **MEDICAL CONDITIONS, HEALTH & FITNESS & SPECIAL REQUIREMENTS**

The Into the Heart - African Safari should not be overly strenuous for people who are healthy and reasonably fit, but some activities may be unsuitable due to mobility, disability, pregnancy or physical or mental conditions; please email us if you have any concerns. For your own safety it is important that you are accurate with your fitness level and medical conditions. If you (or anyone on whose behalf you are booking) are affected by any conditions which may affect fitness and / or your own or other people's enjoyment of the safari you must notify Maria Cotera and Melanie Murphy at the time of booking, including medications you are currently taking. If your health or fitness (or anyone's on whose behalf you are booking) changes between the time of booking and your departure date, you must notify these changes before the trip starts. Failure to notify may result in being refused certain activities during the safari at your own expense. Maria Cotera and Melanie Murphy will do their best to meet special requests, including dietary or physical limitations, but such requests may not always be possible to meet, and do not form part of the Contract; therefore Maria Cotera and Melanie Murphy are not liable for not providing these requests. Medical facilities vary from country to country - Maria Cotera and Melanie Murphy will do their absolute best to bring you to a proper medical facility as needed, but make no representations and give no warranties in relation to the standard of such treatment. You MUST carry comprehensive insurance in order to travel on the safari and acknowledge that the nature of the trip requires some physical exercise and camping outdoors in a wild environment and may involve a certain

amount of personal risk. You hereby assume all such risk and do hereby release Maria Cotera and Melanie Murphy from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

## **TRAVEL & HEALTH INSURANCE**

Comprehensive Travel and Health Insurance is a vital part of your arrangements and a mandatory requirement from Maria Cotera and Melanie Murphy; proof thereof may need to be provided at least 7 days before embarking on your trip. Travel medical insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation, cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to you during travel. We highly recommend for your own protection to also take insurance against high cancellation fees from any provider during your trip. Maria Cotera and Melanie Murphy shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended in public lounges or other public areas, whether on board any mode of transportation, publicly owned or operated by Maria Cotera and Melanie Murphy, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. Maria Cotera and Melanie Murphy cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used, such as tents, expedition vehicles, etc. You acknowledge that the cost of Into the Heart - African Safari does not include insurance and that you have been advised to obtain separate coverage at an additional cost. When obtaining travel and health insurance you must ensure the insurer is aware of the type of travel to be undertaken.

## **YOUR RESPONSIBILITY**

You acknowledge that you may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in your daily life. By booking Into the Heart - African Safari with Maria Cotera and Melanie Murphy, you acknowledge you have considered these potential risks, dangers and challenges, and expressly assume the risks to such travel conditions. You will be solely responsible for acquainting yourself with customs, weather conditions, physical challenges, and laws in effect along the itinerary, and are encouraged to locate or make contact prior to the trip with your local embassy or consulate at the trip destination.

## **TRAVEL DOCUMENTS**

You and any person you have booked for must be in possession of a valid passport required for entry, departure and travel to the safari destination (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. required for the whole of the journey. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trip and are solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Maria Cotera and Melanie Murphy regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy and Maria Cotera and Melanie Murphy shall not be held responsible for any errors or omissions as to the information provided by third parties, such as the appropriate governmental authorities.

## **SAFETY & TRIP ENJOYMENT**

We take your safety and well-being very seriously, which is why we are, and partner with, trained professionals. However, you are ultimately responsible for your safety. To avoid potentially dangerous situations, it is extremely important that you obey any rules and regulations imposed by Maria Cotera and Melanie Murphy and the guides and instructions given by them. Maria Cotera and Melanie Murphy reserve the right to prohibit any participant from continuing on the trip, with no right of refund if, in our opinion, the participant's actions pose a threat to their safety, the safety of others, or to wildlife, or if their actions or behaviours are seriously

jeopardising the enjoyment of the trip for others. The decision of Maria Cotera and Melanie Murphy will at all times be final on all matters likely to affect the safety and well-being of the trip. All participants must, at all times, strictly comply with the laws, customs and drug regulations of all countries visited. Maria Cotera and Melanie Murphy will not accept responsibility or liability for any participant who contravenes any laws or other regulations of any country.

## **SUPPLIERS & INDEPENDENT CONTRACTORS**

Accommodation, transfer services, excursions or other elements of Into the Heart - African Safari are arranged by Maria Cotera and Melanie Murphy with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Maria Cotera and Melanie Murphy will at all times endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of Maria Cotera and Melanie Murphy will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Maria Cotera and Melanie Murphy nor any carrier is liable for independent contractors.

## **PHOTOS, VIDEO AND CONTENT CREATION**

In the course of your participation in Into the Heart - African Safari, photos or video may be taken by participants, the team or professional photographers. These images may be used in Maria Cotera and Melanie Murphy's promotional materials, website, social media platforms, etc., unless you specifically request to the photographer or in writing to Maria Cotera and Melanie Murphy, to not use any material your image is depicted in. Otherwise, permission is granted to Maria Cotera and Melanie Murphy to perpetual, royalty-free, worldwide, irrevocable licence to use such images for promotional purposes.

## **DATA PROTECTION**

Maria Cotera and Melanie Murphy need to use personal information (such as name, special needs, health conditions, dietary requirements etc.) provided by you, and also pass on such information to other suppliers involved in the operation of the safari. Maria Cotera and Melanie Murphy will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to suppliers responsible for the safari. By completing the Booking Form, you consent to this information being transferred as required.

## **CLAIMS & COMPLAINTS**

If you have a complaint against Maria Cotera and Melanie Murphy, you must first inform both of them at the earliest opportunity to allow the grievance to be rectified. Failure to indicate dissatisfaction whilst on safari will result in the participant's ability to claim compensation from Maria Cotera and Melanie Murphy being extinguished or at least reduced. If satisfaction is still not reached through these means, then any further complaint must be put in writing to Maria Cotera and Melanie Murphy within 7 days of the end of the safari.

## **APPLICABLE LAW**

The Contract and these Terms & Conditions are subject to the laws of England, United Kingdom.

## **UPDATING OF TERMS & CONDITIONS & SEVERABILITY**

When you complete, submit and make the payment for your place on Into the Heart - African Safari, you agree to accept all these T&Cs. When the booking is accepted, Maria Cotera and Melanie Murphy agree to carry out the obligations as defined therein. Maria

Cotera and Melanie Murphy reserve the right to update and/or alter these T&Cs at any time, for example, in the event that any T&C contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement, or amended accordingly only to such extent necessary to allow all remaining T&Cs to survive and continue as binding. It is your responsibility to be familiar with these T&Cs. The latest T&Cs may be found on Into the Heart - African Safari WeTravel booking page: <https://tri.ps/HGYAX>

## **CONTACT US**

If you have any questions or concerns, **please email us at [mariacotera10@gmail.com](mailto:mariacotera10@gmail.com) and [hello@melaniemurphy.co.uk](mailto:hello@melaniemurphy.co.uk) with subject line Into the Heart - African Safari.**

Please ensure our email addresses are on your contact list so our emails don't go to your junk folder and, if you expect a booking confirmation or other communication from us which has not arrived, don't forget to check your junk folder as a first step. Thank you.