



# Personal Touch Safaris

## *Terms & Conditions Personal Touch Safaris*

### **Booking Conditions & Price Quotations**

A booking made with Personal Touch Safaris will be held provisionally for a period of 1 week without any charge. All reservations made shall be subject to the cancellation policy provided below, once the client has asked Personal touch Safaris to confirm the booking.

Prices quoted are subject to change without notice and Personal Touch Safaris and their legal entities reserve the right to amend prices. Personal Touch Safaris cannot be held liable for prices quoted in error i.e., all prices quoted on an error and omissions basis. Prices are subject to change due to currency fluctuations and other increases. The obligation is on the client/ agent to check that there have been no changes in price prior to making final payment. Until Personal Touch Safaris has received full payment, we reserve the right to charge any variations to the client's account. Personal Touch Safaris guarantees the quoted package price, once full payment is received.

### **Deposit, Payments and Cancellation policy**

A deposit of 50% of the total booking price is required within 1 week of confirmation of reservation. This includes a non-refundable deposit of 25% of your entire itinerary. The balance is due no later than 30 days prior to arrival. For reservations placed LESS than 30 days prior to arrival, full payment is required within 1 week or before the start of itinerary. We reserve the right to cancel any reservation that has not been paid by due date. Payments must be made out to the company. An invoice will be submitted for each payment made. A reservation confirmation will be sent to the client via e-mail once the deposit is received.

Personal Touch Safaris offers various payment options by direct bank transfer (EFT) into account, be it in USD or EUR and GBP saving you on international transfer fees. Alternatively, we can send you a link for Online Secure payments by card, which attract a 3% administration fee. Do know that you may be charged fees by your credit card company as well. Please be aware that all bank transfers should be made free of ALL bank charges to recipient.

A cancellation of any booking in must be received in writing. The cancellation fee is as follows, whereas all bank charges for possible refunds are at client's cost:

- *Cancellation, 90 days or more prior to arrival, loss of 25% deposit of total itinerary\**
- *Cancellation 90-31 days prior to arrival, 50% of total itinerary*
- *Cancellation 30 days or less prior to arrival, 100% of total itinerary*
- *Early returns or early departure from booked itinerary, no refund*

Please note that no refunds are given where a client leaves an itinerary before completion or if the itinerary ends before its published date due to reasons beyond Personal Touch Safaris control. No refunds will be made for no shows or any unused services. For any third-party bookings additional cancellation terms may apply and client will be informed upon the booking.

**\*However**, we at Personal Touch Safaris fully understand that sometimes life happens and we are flexible to offer clients the opportunity to postpone their booking for up to 12 months from arrival date free of charge. New rates may apply on rebooked itineraries, depending on season. Clients may postpone their confirmed reservation once only within that 12-month period, provided client has paid the 50% deposit for the confirmation, or does so upon postponing the original booking and the notice of postponement is given 30 days or more before arrival date. Note, this may not apply to 3<sup>rd</sup> party bookings (lodges, camps, hires Lusaka)

### **Itinerary Alternations – Unscheduled Extensions /Delays**

In the unlikely event of there being an unscheduled extension to the holiday itineraries, after departure, due to circumstances such as flight delays, bad weather, schedule changes, strikes or anything else beyond the control of Personal Touch Safaris, it is agreed that extra expenses incurred will be for the account of the participant. Personal Touch Safaris is not liable for consequential damages. We trust that clients travelling in Africa appreciate that the carrying out of itineraries is largely dependent on local conditions. Personal Touch Safaris therefore reserves the right to make alterations to an itinerary carried out by Personal Touch Safaris Operator, be it a complete withdrawal, elimination of any feature or slight adaptation of the itinerary, should the local conditions necessitate. Personal Touch Safaris will always try to offer an equivalent value substitute or proportional refund in such cases.

### **Documentation and Travel Insurance**

Participants undertake all activities associated with their itinerary at their own risk and are responsible for their own insurance in respect of themselves and their property. We advise participants to take out their own comprehensive travel insurance covering cancellation, curtailment, medical expenses, personal accident, personal baggage and money. Personal Touch Safaris shall not be liable if a participant should fail to take adequate insurance cover. Clients themselves are responsible for the necessary and correct visa requirements to cover all the countries and dates they will be visiting. The responsibility to obtain correct and valid passports, vaccinations and inoculations and re-entry permits where required, is that of the client alone. Personal Touch Safaris and its legal entities will not be held responsible or liable for any consequences of any nature arising from the client failing to ensure that he/she has complied with all such requirements. Personal Touch Safaris strongly advises travellers to obtain the latest travel requirements from the Department of Immigration and Ministry of Health in Zambia, prior to scheduled departure. In the unlikely event of there being an unscheduled extension to itineraries, after departure, due to circumstances beyond control of Personal Touch Safaris such as incomplete client documentation, positive testing on arrival, quarantine requirement, not having the right government certificates, or anything else beyond our control, it is agreed that extra expenses incurred will be for the account of the client. Personal Touch Safaris and its legal entities are not liable for consequential damages, delays or other inconsistencies. If driver and vehicles are held up during transfers /handover as cause of the above, client is liable for a "delay fee" of USD 250 per 24hrs.

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## **General Liability**

Personal Touch Safaris and its legal entities, cannot be held liable for any mishap to you, your guests or your property caused from weather conditions, natural disasters, human animal conflict, industrial action, political and civil strife and/or war, terrorism, intervention by any Government, robbery, fire, ill-health, quarantine, airlines, airports, wildlife, or any other incident beyond our control. Your personal property is not covered by our insurance, nor can Personal Touch Safaris be held liable for any personal injury or death sustained during the term of the hire contract or booked itinerary. If injury or death result to any party connected to the hire of the vehicle, or if injury or death occurs to a third party inflicted by the driver or passengers in the hired vehicle, or if such incidents happen at establishments booked by us, Personal Touch Safaris, its legal entities, employees, or any other third party connected to us, cannot be held responsible or liable. Third-party liability is NOT covered by Personal Touch Safaris. Automobile third-party liability is liability imposed by law for loss or damage arising from the use or operation of a rented vehicle that results in bodily injury or death to any person or damage to property. We advise you to consult your own insurer if this is included in your own vehicle insurance or travel insurance.

## **Specific Terms for Vehicle hire, Drivers and activities**

Minimum hire is three days for all 4x4 vehicles and a self-drive contract is to be signed by clients. All drivers must be over 25 years of age and held an unendorsed license for a minimum of 5 years. Drivers are to send a copy of their license and each person is to be entered on the rental contract to be allowed to drive the vehicle. We highly recommend carrying an International Driver's License to avoid questions at Police Check Points. Whilst on rental, the vehicle is only allowed on gazetted roads, but if needed the client will travel cautiously on ungazetted roads or dirt roads and take excessive care where bad-tarred road conditions exist, following Zambian Road Transport Safety Authority (RTSA) rules and regulations. The client shall undertake to observe and follow all traffic laws and not drive the vehicle over 100 km/hr. Renter is not allowed to cross any waterways. Should they do so, any water damage caused to the vehicle from crossing fords, rivers or lagoons, inside the vehicle or to the engine, gearbox or axles including the components fitted to these items is not covered and renter will be liable.

IN THE EVENT OF ANY ACCIDENT THE CLIENT SHOULD IMMEDIATELY CONTACT THE COMPANY, ADMIT NO ADMISSION OF LIABILITY WITHOUT CONTACTING THE RENTAL COMPANY WHO WILL SEE AUTHORISATION FROM ITS INSURERS AND ADVICE. PLEASE NOTE THAT FAILURE TO DO THIS COULD RESULT IN OUR INSURANCE BEING INVALIDATED AND RENTAL COMPANY WOULD HOLD THE CLIENT RESPONSIBLE FOR ALL RESULTING COSTS REGARDLESS OF WHO WAS AT FAULT.

Vehicles rented for a South Luangwa itinerary are only allowed in the Mfuwe area and South Luangwa National Park for game drives and personal tourist activities, following Department of National Parks and Wildlife (DNPW) and Zambian Road Transport Safety Authority (RTSA) rules and regulations. Taking the vehicle on the road to Chipata, north of Nsefu sector or towards the Malama Chiefdom is not allowed, without prior consent of Personal Touch Safaris. Included in our rental price (when hires are longer than three days) is your collection at Mfuwe airport and an escort back to the airport on your return day. This is subjected to the luggage and total number of people and only applies on days of collecting and returning the vehicle if there are more than three days booked. For short hires, meet and greet at the airport is possible against a surcharge. Delivery and collection services to main gate establishments are all possible as well. (Stops at Tribal Textiles, Mulberry Mongoose or other shops during the transfers are subjected to a surcharge). Vehicles are insured for tourist and game drive activities in the South Luangwa National Park and visits to Community Projects or shops in the Mfuwe area.

Vehicles rented for a full Zambia itinerary are aware of additional terms and conditions and have signed a self-drive contract before handover of the vehicle. Taking the vehicle onto LEOPARDS HILL ROAD TO/FROM LOWER ZAMBEZI (RD491) IS A NO GO AREA DUE TO EXTREME POOR ROAD CONDITION. A security deposit of USD 1500,= is mandatory and needs to be in account or handed in cash. This security deposit is refundable after the hire, provided there are no issues with the vehicle (and optional camping kit). The client will be responsible for the daily maintenance of the vehicle i.e. oil checks, coolant level, tyre pressure, etc. and shall provide safe parking for the vehicle at all times and make sure the gear lock/steering lock is in place whenever the vehicle is unattended.

Cross-border travel to Zimbabwe, Botswana, Namibia, Malawi, Tanzania, and South Africa is possible (ask us for cross-border requirements & additional fees), company would need an idea of client itinerary before a custom quote can be made.

## **Specific Terms for Vehicle hire, General notes**

Personal Touch Safaris reserves the right to amend the rates quoted and not to enter into a rental agreement at our discretion. The signing of the vehicle condition report is an acceptance of the condition of the vehicle. Please notify us within the first 24 hours of collection should you experience any glitches, problems, malfunctions or discomfort. We reserve the right to substitute the vehicle with a comparable or superior vehicle. Whilst Personal Touch Safaris does its utmost best to repair or replace a broken-down vehicle within 24hrs, we cannot be held responsible or liable for any loss of income to the Renter caused by the malfunctioning or unavailability of a replacement vehicle. Equitable refunds in such cases may be made. Renter is responsible for registration and payment of fees while entering the South Luangwa National Park or any National Park in Zambia and must obey all rules and regulations set out by DNPW.

## **Specific Terms for Vehicle hire, Insurance, Excess and Limitations**

The vehicle is at the sole risk of the Renter (fair wear and tear excepted) from the moment the key and/or the vehicle is handed to the Renter until such time as Personal Touch Safaris has recorded the return of the vehicle. The Renter is liable for any damage caused to the vehicle including tyres whilst the vehicle is on hire to him. Company reserves the right to ask for a cash deposit or bank transfer to cover the liability excess of USD 1000, = for the professional safari vehicles. A security deposit of USD 1500,= for 4x4 closed vehicles with or without kitted camping gear is mandatory. This security deposit is refundable after the hire, provided there are



no issues with the vehicle (and optional camping kit). Kindly note, for 4X4 vehicles, the day of pick up and day of drop off is included as days of rental regardless of time of pick up and drop off.

### ***Specific Terms for Vehicle hire, Limitations on the insurance, i.e., insurance would not be valid and void***

The Renter shall be held responsible and liable for any damage, repairs, towing costs, loss of revenue and/or total loss sustained to the vehicle and optional kit, howsoever the damage and/or total loss is caused and whether or not it is attributed to his fault or negligence (including but not limited to hail damage, animal encounters or other) resulting from such incidents, if and when;

- Vehicle is driven by an unauthorized driver/ illegal guide, used for unauthorized activities, or driver is intoxicated, speeding, driving dangerously, and generally gross negligent to all rules and regulations set out by Personal Touch Safaris and/or DNPW and/or RTSA (Department of National Parks and Wildlife and Zambia's Road Transport Safety Authority)
- Vehicle is used to cross waterways, overloaded with more than 11 people including driver & spotter on professional safari vehicles, or vehicle is taken outside of designated areas in the greater Mfuwe area
- Vehicle is used beyond the agreed rental period without notifying and obtaining permission from Personal Touch Safaris in advance
- Damage is done to window/tyre/rims, optional radio or damage is caused by any animal encounters

Renter is always responsible for obtaining a police report at any incident.

### ***Additional terms for 4x4 Car hires with optional camping kit***

Kindly note, these are the standard terms for hire vehicles with collection in Mfuwe. For 4x4 closed vehicle rentals beyond South Luangwa, the rest of Zambia or cross-border, additional terms and conditions will apply and send upon request. The minimum rental period for all our closed 4x4 vehicles is 3 days, shorter rentals without camp kit is upon request only. Personal Touch Safaris 4x4 vehicles are NOT the Dakar rally type or any other heavy duty off-road vehicle found online. The vehicles are "normal" 4x4 vehicles which optionally can be booked with basic camping gear for 2 people per vehicle. Do not expect automatic tire pressure gadgets, no compressors, no mud/sand ladders, no kinetic towing ropes, no winches (though our Landrovers do have), no heightened chassis, super deluxe off-road tires, no WIFI or any other aftermarket gear. The 4x4's on offer make for very durable and reliable vehicles. Personal Touch vehicles ARE perfect for the road trip, exploring all the beauty Zambia has to offer. The roof tent and basic camp kit is adequate to get you around and enjoying a night under the stars whilst cooking on an open fire. Roof tent and camping gear for two people are available for an additional fee per night. This option is only available for the entire rental period, alternating addition or removal of camping equipment during the hire is not possible. Personal Touch Safaris does not provide bedsheets/sleeping bag/blankets or pillows. It is essential that clients bring their own. Renter is responsible for general hygiene of all camp kit and ensures all is used in a safe manner. Gas bottle should be closed during travel and disconnected from stove, all items securely packed, bbq rack cooled and securely fastened on wheel and rooftop tent securely closed and fastened before driving off. Renter shall be held liable for all damages to equipment in case of neglect or failing to follow clear instructions given upon handing over the vehicle with basic camping kit.

### ***Additional conditions and information for 4x4 Car hires with optional camping kit***

Vehicle handover can take approx. 1 hour, depending on the questions asked and client feedback. This involves a thorough explanation and demonstration of the vehicle and its equipment. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. Please notify us within the first 24 hours of collection should you experience any glitches, problems, malfunctions or discomfort. No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited. Upon return of vehicle, please set aside an hour for the vehicle and equipment to be checked. Although we request that the vehicle be returned with a full fuel tank, our representatives will take the vehicle to our refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's security deposit. Vehicles must be returned reasonable clean, all equipment washed and stored, in order for the vehicle check in to be done. For vehicles and/or equipment returned excessively dirty, you will be charged a cleaning fee of US\$75, 00. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged at a full day's rental per calendar day.

### ***Specific Terms for Vehicle hire, Fuel & Maintenance***

The vehicles will start all rental periods with a full tank of diesel and should be returned at the end of the period with a full tank. If the company needs to replenish any tank the Renter will be charged pump prices plus 10%. Personal Touch Safaris is constantly monitoring the overall conditions of the vehicles. Fluid levels as well as tyre pressure and conditions are checked before the rental agreement. The basic maintenance is the responsibility of the Renter. With basic maintenance the checking of all fluid levels and adjustments, when necessary, the control of tyres and pressures, and the check on overall appearances of the vehicle are meant. Failure to proceed with basic maintenance can result in serious engine failure and all damages occurring from this negligence will be charged to the Renter. If Renter, whilst performing basic maintenance, finds any problems falling outside basic maintenance, Personal Touch Safaris needs to be informed immediately. Any work done by the Renter outside the basic maintenance range, cannot be charged to Personal Touch Safaris without prior consent.



## **Park entrance fees wherever applicable for South Luangwa, other parks upon request**

All entrance fees are payable directly to the park board at the gate in cash; therefore, we advise you to bring enough cash to have ready at the entrance gate. Personal Touch Safaris cannot be held liable for prices quoted in error i.e. all prices quoted on an error and omissions basis. Cash payments accepted in USD or ZMW against daily rate. Ensure all your USD dollar bills are from 2010 onwards, undamaged and unstained! Payments by card are not possible at the entrance gate.

DNPW Park Entry valid per day payable by your party (DNPW may request to check your I.D. to confirm residency or citizenship):

### **For Guided Safaris by Personal Touch Safaris**

US \$ 25 per person per day – Non-Residents  
US \$ 20 per person per day – *Zambian Residents / SADC members*  
ZMW 42 per person per day – *Zambian Citizens (ZMW cash only)*  
ZMW 25.50 for the vehicle on guided drive between 06.00-18.00 hours  
US \$ 20 for the vehicle on guided drive between 18.01-20.00 hours

### **For self-drive Safaris**

US \$ 30 per person per day – Non-Residents  
US \$ 25 per person per day – *Zambian Residents / SADC members*  
ZMW 42 per person per day – *Zambian Citizens (ZMW cash only)*  
ZMW 25.50 per Zambian registered vehicle on self-drive 06.00-18.00 hours (ZMW only)

## **Additional terms for Professional Game Viewing vehicle hire, Park Safaris**

For all safari drives inside the park, the rental vehicle will have to be driven by a Personal Touch Safaris licensed wildlife guide. The vehicle is not allowed inside the National Park without a Personal Touch safari guide. Clients are allowed to self-drive the vehicle outside of the park, per rules, regulations and standard terms. For your comfort, all our professional safari vehicles come with a canopy made out of steel and canvas. Personal Touch Safaris is supplying the canopy in good condition. If the canopy is torn upon return of the car the client will be liable for all cost to replace the canopy, (including material and labour costs).

## **Additional Conditions for professional guiding, Services**

All Personal Touch Safaris are private for your party per booking, no other guests will join. A maximum of 9 people is allowed per safari and the final number needs to be communicated upfront. We have a fleet of vehicles, so can always assist with more vehicles should you have a big group. Pricing is based on the safari, not per person and include all safaris as listed below (vehicle, professional safari guide, spotter for evening safaris) but does not include park entrance fees for passengers which is charged per person and vehicle entry. Pre-bookings are preferred, but guests are more than welcome to check last minute availability. Whilst on safari, the vehicle is only allowed in the Mfuwe area and South Luangwa National Park for game drives and tourist activities, following DNPW and Zambian rules and regulations. Any unauthorized and other usage of the vehicle (inclusive of adding non-agreed passengers) renders all insurances and vehicle will have to be returned.

## **Additional Conditions for professional guiding, Professional Service Agreement**

Your private safari to explore South Luangwa National Park and its surrounding game management areas are booked per your itinerary and per the number of people as confirmed per e-mail. No other people or additional people may be allowed on the vehicle for your safari. All private Safaris will start from the centre of Mfuwe village (filling station), unless otherwise agreed. Please note that no refunds are given where a client leaves an itinerary before completion or if the itinerary ends before its published date due to reasons beyond Personal Touch's control. No refunds are made for no shows or any unused services. Extension or change of services can only be done by prior agreement of Personal Touch Safaris. Your private safari is available for you per specific hours and specific number of people agreed, following rules and regulations in Zambia; any other itinerary requirements need to be discussed upfront

- One drive Private Safari is available for a maximum of 4 hours at a time convenient to you, the guests, but not earlier than 06.00 and not later than 20.00 following park rules
- Two drives Private Safari is available for a maximum of 4 hours each at a time convenient to you, the guests, but not earlier than 06.00 and not later than 20.00 following park rules
- All day 8hrs Private Safari is available for a maximum of 8 hours at a time convenient to you, the guests, but not earlier than 06.00 and not later than 18.00 following park rules (Kindly note if you wish to go on a longer all-day drive inclusive of night safari, additional fees will be applicable)

*No commercial activities (including commercial filming and photography) are allowed inside the National Park, without written consent of DNPW.*

## **Additional Conditions for professional guiding, Insurance & Liability**

All clients booked on a Private Safari carried out by a Personal Touch professional guide are required to complete and sign an Indemnity Form before departing on the safari. Personal Touch Safaris and its legal entities accept no responsibility for any death, illness, delay, accident or loss whatsoever incurred during the course of the safari or for any expense arising from such an event. Liability to participants carried in any vehicle owned by Personal Touch Safaris is governed by the laws of the country in which such safaris take place, and all claims are subject to the jurisdiction of the courts of the country in which the cause of action arises. Clients on such safaris should be aware that any safari activity is potentially hazardous and it is essential that all lawful directions and advice of the Safari Operator be followed. Personal Touch Safaris reserves the right to refuse to accept or retain any person on a tour or safari at any time if such a person's physical or mental health and condition, or general attitude and deportment impede the operation of the safari or the welfare and enjoyment of other tour participants. Equitable refunds in such cases may be made.



### ***General Acknowledgement of Risk and Release of Liability by all clients***

Clients have been informed about the contents and agree on the waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of agreement are entered into by all participants with and for the benefit of Personal Touch Safaris, its legal entities, its owner(s), employees, volunteers, business operators, agents and site property owners or lessees. Without limiting the generality of the foregoing, Safari Activities include but is not limited to: game driving, touring, sight-seeing, conveyance as passenger in or on any vehicle on public or private roads or in the South Luangwa National Park, Zambia or beyond, provided by the Personal Touch to the Participants. All people joining Personal Touch Private Safaris, go on self-drive or stay at lodges are aware that there are inherent dangers, hazards and risks ("Risks") associated with Safari Activities and injuries resulting from these "Risks" may be a common occurrence. All are aware that the "Risks" of "Safari Activities" mean those dangerous conditions which are an integral part of "Safari Activities", including but not limited to: The propensity of any wild animal to behave in ways that may result in injury, harm or death to persons, other animals or objects; The unpredictability of a wild animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals; The inherent danger that wild animals, reptiles, insects and plants poses for persons, other animals and objects; The potential for other participants and other persons to behave in a negligent manner that may contribute to injury to themselves or others; Conveyance in or on any vehicle (open or closed) on roads, off-road, in the bush or National Park. Personal Touch Safaris and its legal entities further act as an agent only for local accommodation suppliers and operators and accordingly accepts no liability whatsoever for any loss, damage, injury (fatal or otherwise), accident, delay or any other irregularity howsoever arising at such establishments. Personal Touch Safaris and its legal entities make every effort to ensure that all the arrangements and services connected with a client's itinerary will be carried out as specified and/or in the most efficient and effective way possible. However, we do not have direct control over the provision of services by the suppliers, they are in all cases selected with the utmost care, but we not accept liability for error and omissions of such suppliers.