



## ELEPHANT AND CHEETAH EXPERIENCE

### TERMS & CONDITIONS

These Terms and Conditions govern all bookings, activities, packages, transfers, and services provided by **Elephant and Cheetah Experience (Pvt) Ltd**, Victoria Falls, Zimbabwe. By making a booking with us, you confirm that you have read, understood, and agree to be bound by these Terms & Conditions.

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#### 1. DEFINITIONS

- **“Company”** refers to Elephant and Cheetah Experience (Pvt) Ltd.
  - **“Guest / Client”** refers to any person participating in any activity or service offered by the Company.
  - **“Activity”** refers to all wildlife encounters including but not limited to: Elephant Experiences, Cheetah Encounters, Lion Experiences, Moments with Elephants, Combos, Full Combos, Cultural Village Tours, Transfers, and Day Trips.
  - **“Agent”** refers to any third party authorized to book on behalf of clients.
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#### 2. BOOKINGS & CONFIRMATION

2.1 All bookings are subject to availability and are only confirmed upon receipt of the required **deposit or full payment**.

2.2 The Company reserves the right to decline any booking at its sole discretion.

2.3 Group sizes are limited per activity for safety, conservation, and quality control reasons.

2.4 Only confirmed guests are permitted to board Company transport for activities.

2.5 Special requests must be made in writing at the time of booking and are subject to confirmation.

2.6 Tour Leaders with 9 members or more qualify to go for activities for free, with groups with 4 members to 8 tour leaders pay half price, 1 to 3 pay full price.



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### 3. PAYMENTS

- 3.1 All rates are quoted in **United States Dollars (USD)** unless otherwise stated.
- 3.2 A **non-refundable deposit** is required to secure any booking (check cancellation policy).
- 3.3 Full payment must be settled prior to the commencement of any activity.
- 3.4 The Company reserves the right to revise prices without prior notice due to operational, fuel, or regulatory changes.
- 3.5 Outstanding balances must be settled before participation.
- 3.6 Guests that have not paid are not allowed at the activity, whether its watching or taking pictures.

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### 4. CANCELLATION & REFUND POLICY

- 4.1 Cancellations made **24 hours or less** prior to the activity will result in **100% forfeiture**.
- 4.2 Cancellations made **72 hours or more** prior may be eligible for partial refunds, less administrative and operational costs.
- 4.3 No refunds are provided for **no-shows, late arrivals, incomplete participation, or early departure** by the guest.
- 4.4 Weather conditions, animal movement, or safety concerns do not qualify for automatic refunds.
- 4.5 Refunds, if approved, will be processed within 7–14 working days.

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### 5. CHILDREN POLICY

- Children **under 12 years** may qualify for discounted rates, subject to confirmation at booking.
- **Lion Experiences:** Minimum age is **14 years and above**.
- **Elephant Experiences:** Minimum age is **3 years and above**.



- **Cheetah Encounters:** Minimum age is **5 years and above**.
  - Proof of age may be requested.
  - Children must be supervised by a responsible adult at all times.
  - The Company reserves the right to restrict participation for safety reasons regardless of age.
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## **6. SAFETY & CONDUCT**

6.1 All guests must strictly follow all safety briefings, rules, and instructions provided by guides and handlers.

6.2 Guests agree that wildlife encounters carry inherent risks and accept full personal responsibility for participation.

6.3 The Company reserves the right to remove any guest from an activity due to unsafe, disruptive, or inappropriate behaviour without refund.

6.4 Alcohol, drugs, or misconduct before or during activities are strictly prohibited.

6.5 Closed, flat shoes are compulsory for all walking activities (no flip-flops or open footwear allowed).

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## **7. ANIMAL WELFARE & ETHICAL PRACTICES**

7.1 All activities are conducted under strict **animal welfare, conservation, and ethical tourism standards**.

7.2 Animal interaction times are regulated to prevent stress and fatigue.

7.3 The Company reserves the right to modify or cancel activities based on animal condition, safety, or veterinary advice.

7.4 Guests must respect animals at all times and may not touch, feed, or approach animals unless instructed.

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## **8. COMBOS & FULL COMBOS**

8.1 Combo packages include multiple activities offered at a discounted bundled rate.

8.2 Combos are subject to **timing availability, weather conditions, operational logistics, and animal welfare requirements.**

8.3 Breakfast, lunch, or refreshments will be included only where explicitly stated in the package description.

8.4 Failure to participate in any portion of the combo does not qualify for a partial refund.

8.5 Full Combo packages must be completed within the same operational day unless otherwise agreed in writing.

8.6 Make a direct booking (no agents involved) for you to be legible for “book two wildlife excursions and get free boat cruise”. Only guests that mention that they want this boat cruise while booking can gain access to this comp. Strictly available to guests that book directly.

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## **9. TRANSFERS & TRANSPORT**

9.1 Transfers are offered strictly for confirmed guests only.

9.2 The Company is not responsible for missed activities caused by late hotel pickups due to guest delay.

9.3 Guests must be ready at the designated pick-up time. Delays caused by guests may result in forfeiture without refund.

9.4 Additional transfer charges apply for cross-border transfers or special locations.

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## **10. HEALTH & MEDICAL CONDITIONS**

10.1 Guests must disclose all relevant medical conditions, disabilities, pregnancy, or physical limitations prior to participation.

10.2 Participation is at the guest’s own risk if medical conditions are not disclosed.

10.3 The Company is not liable for medical emergencies arising from undisclosed conditions.



## **11. PHOTOGRAPHY & MEDIA**

11.1 The Company may take photographs or videos during activities for marketing and promotional purposes.

11.2 By participating, guests grant the Company royalty-free permission to use imagery unless prior written objection is submitted.

11.3 Personal photography is permitted unless otherwise restricted for safety reasons.

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## **12. FORCE MAJEURE**

The Company shall not be liable for failure to perform due to events beyond its reasonable control including but not limited to:

- Weather conditions
  - National park restrictions
  - Government regulations
  - Natural disasters
  - Disease outbreaks
  - Operational safety risks
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## **13. LIABILITY & INDEMNITY**

13.1 Guests acknowledge participation in wildlife activities involves inherent risk.

13.2 The Company, its directors, employees, and agents shall not be held liable for:

- Injury, illness, death
- Loss or damage to personal property
- Delays, cancellations, or force majeure events



13.3 Guests agree to indemnify the Company against all claims arising from negligence, thn misconduct, or non-compliance with safety rules.

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#### **14. INSURANCE**

Guests are strongly advised to hold **valid travel, medical, and personal accident insurance** covering adventure and wildlife activities.

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#### **15. AGENTS & THIRD-PARTY BOOKINGS**

15.1 Agents act as intermediaries only.

15.2 The Company is not liable for misinformation provided by third-party agents.

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#### **16. RIGHT TO AMEND TERMS**

The Company reserves the right to amend these Terms & Conditions at any time without prior notice. The version in force at the time of booking shall apply.

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#### **17. GOVERNING LAW**

These Terms & Conditions shall be governed and interpreted in accordance with the laws of the **Republic of Zimbabwe**. Any disputes shall be subject to the exclusive jurisdiction of the Zimbabwean courts.

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#### **18. ACCEPTANCE OF TERMS**

By booking any service with Elephant and Cheetah Experience, the client confirms full acceptance of these Terms & Conditions without exception.