

Karukera H Steward.
Terms & Conditions

These are the terms and conditions which will apply to your holiday. Please read them carefully as you will be bound by them

DEFINITIONS

In these Conditions and unless the context requires otherwise: “**the Contract**” means the contract made between “**Karukera Holiday Steward Limited**” and the client relating to the Package. Organiser” means the person who, otherwise than occasionally, organises packages and sells or offers them for sale, whether directly or through a retailer. According to the ATOL, which form a protection scheme for flights and air holidays, managed by the Civil Aviation Authority (CAA) and the Package Travel, Package Holidays and Package Tours Regulations 1992 (PTRs). “**holiday packages**” means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: transport; accommodation; other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package, “**Package**” means any flights to and from the UK and any pre-cruise and/or post-cruise package which is sold as a services; “**the Client**” means each and every person named in the booking ticket; “**Disability**” includes a condition that results in a person’s mobility, when using transport, being reduced as a result of any physical disability (sensory or locomotors, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, or as a result of age, and which results in that person’s situation needing appropriate attention and adaption to his particular needs in respect of the services made available by “**Karukera Holiday Steward Limited**” to all Clients;

“**force majeure**” means unusual and unforeseeable circumstances beyond the control of “**Karukera Holiday Steward Limited**” which mean that “**Karukera Holiday Steward Limited**” cannot, as such result, provide the Package, or part thereof, including any part of the itinerary, and includes (without limitation) technical problems, war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including, in each case, incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency and adverse weather conditions;

“**the fare**” means the fare for a Package as detailed in the confirmation invoice issued by “**Karukera Holiday Steward Limited**” for the overall package charges shown as such in the relevant “**Karukera Holiday Steward Limited**” advertised and payable by the Client under the Contract; “**shore excursion**” means any excursion offered for sale by

“**Karukera Holiday Steward Limited**” charges are payable at the time outside the fare whether reserved in the UK and a month prior to the commencement of the Package;

“**shuttle service**” means any transportation service (ferry, bus, coach or minibus) provided by a third party which may (without guarantee) be available to “**Karukera Holiday Steward Limited**” Clients; “**a significant alteration**” means major changes to your Package; “**Supplier(s)**” means any company or individual contracted by “**Karukera Holiday Steward Limited**” to provide any service forming part of the Package.

THE CONTRACT

The Contract shall be between “**Karukera Holiday Steward Limited**” and the Client on the basis of these Conditions and the information contained in the “**Karukera Holiday Steward Limited**” website, and shall be governed by English law and the non-exclusive jurisdiction of the English courts. By making a booking, the Client confirms that all persons named in the booking have agreed to be bound by these Conditions and all other terms of the Contract.

All Packages are subject to availability at the time of booking. No Contract shall be made until the deposit (where appropriate, the full fare) has been paid, whether or not a booking confirmation has been issued. Failure to pay the balance by the due date shall entitle “**Karukera Holiday Steward Limited**” to cancel the booking and retain the deposit by way of a cancellation charge. Failure to pay any other amount by the due date shall entitle “**Karukera Holiday Steward Limited**” to cancel the booking and to retain an amount by way of a cancellation charge as set out in cancellation clause below.

A Client shall not have the right to exclusive occupancy in a room holding two or more persons, unless otherwise negotiated and paid for in full a month prior to departure date. If a cancellation results in a Client becoming the sole occupant of a room with two or more occupants an adjustment will not be in his or her advantage.

For all Flights Packages from the UK (and if not already confirmed at the time of booking), “**Karukera Holiday Steward Limited**” will issue an ATOL confirmation invoice giving the details of the flight arrangements (including UK and destination airports) within a reasonable time after such arrangements are known.

All Shore excursions purchased prior to travel are arranged by “**Karukera Holiday Steward Limited**” with local service providers. They do not form part of the Contract and are not performed by “**Karukera Holiday Steward Limited**” however a Steward will attend and accompany during the excursion or activities to ease the language barrier or any query as part of concierge service.

A booking should only be made by a person aged 18 with a confirmed date of birthday however “**Karukera Holiday Steward Limited**” will target clients aged 25-45 due to the intensity of activities offered and fitness requirement.

Clients are advised to arrive at the airport 3hours time before checking their flights. Clients are responsible for checking alone if they miss their group scheduled flights due to lateness. “**Karukera Holiday Steward Limited**” can secure a concierge service with no guarantee, however at the discretion of the company. Clients must ensure that they have a valid passport and any other necessary travel documents (such as visas) for their Package and should read the relevant section of the website before booking. “**Karukera Holiday Steward Limited**” will secure the ongoing communication with each client prior to travel this to avoid any embarrassment at the Department of Homeland Security. “**Karukera Holiday Steward Limited**” is not responsible for obtaining visas for any Client; this is the responsibility of the individual Client.

AMENDMENTS TO THE CONTRACT

“**another person**” means another person who satisfies all conditions applicable to the Package. In the case a Client booked a Package, this may be transferred to another person provided that the Client consults with “**Karukera Holiday Steward Limited**” prior to purporting to transfer to the Package. The transfer requests more than 30 days before the scheduled departure date. “**Karukera Holiday Steward Limited**” will normally agree to such a transfer only where the original Client will be prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative, jury service or any pressing emergency occurred). All transfers of a Package to another person at any time up to 14 days or more before the scheduled departure date will be subject to an administration charge of £700 to secure the flight’s additional minimal fee. Any request for a transfer of a Package to another person who is received “**Karukera Holiday Steward Limited**” 13 days or less before the scheduled departure date shall be treated as a cancellation by the Client of the Contract. Clients should note that airlines may not allow transfers on scheduled flights and that a flight booking may have to be cancelled and rebooked, in which event the re-booking will always be subject to flight availability and to payment of any charges imposed by the airline which may, in some cases, be the full last minute cost of the ticket.

If a Client wishes to transfer to another Package, this will generally be treated as a cancellation and re-arranged accordingly. Transfer of package will become a cancellation to which the transfer is to be made departing within 3 months of the original booking and adjusted accordingly. Agreement to transfer a Package would also be conditional upon such a request being made more than 90 days before the original scheduled departure date; there being availability.

All transfers to another Package will be treated as a new booking. Any discount or promotion applicable to the original booking may not apply to the new booking, in which case the Client shall be required to pay any difference in fare.

After a Package has been booked, “**Karukera Holiday Steward Limited**” will try to accommodate any request for a change, but such changes are always at “**Karukera Holiday Steward Limited**”.

FITNESS TO TRAVEL AND CLIENTS WITH DISABILITIES AND/OR REDUCED MOBILITY

In order to ensure that “**Karukera Holiday Steward Limited**” is able to secure Clients safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities, the Client making the booking represents that all Clients in the booking are fit to travel.

At the time of booking every Client is obliged to inform “**Karukera Holiday Steward Limited**” of any condition, including but not limited to reduced mobility or any Disability, which may require special arrangements, medical equipment/supplies, care or assistance. This is to ensure that the Client can be carried safely and in accordance with all applicable safety requirements organized accordingly. If the Client cannot be carried safely and in accordance with applicable safety requirements then “**Karukera Holiday Steward Limited**” can refuse to accept a booking on the grounds of safety. Such a refusal will be based on an assessment of risk by “**Karukera Holiday Steward Limited**” to take into account the provisions of national law and other applicable legislation and international regulations. It is important that the fullest information is provided by the Client at the time of booking. If a Client’s circumstances change between the date of booking the Package and the date of commencement of the Package, which may make Client unsafe, the Client is obliged to inform “**Karukera Holiday Steward Limited**” as soon as possible and to advise any requirements for special arrangements, medical equipment/supplies, care or assistance.

“**Karukera Holiday Steward Limited**” reserves the right to require any Client to produce medical evidence of fitness to travel on the Package in order to assess whether that Client can be carried safely in accordance with applicable international, EU or national law.

Where “**Karukera Holiday Steward Limited**” considers that it strictly necessary it may require a Client with reduced mobility or any Disability to be accompanied by another person who is fit and able to assist them in day to day tasks and capable of providing the assistance required by the Client with reduced mobility or any Disability, this in addition to the concierge service provided by “**Karukera Holiday Steward Limited**”. This requirement will be based entirely on safety grounds and may vary from itinerary to itinerary. Examples of Clients who may fall into this category include Clients who use wheelchairs or mobility scooters (the term ‘wheelchair’ shall hereinafter be used to refer to wheelchairs and mobility scooters collectively) or who require assistance with personal care. The assessment of whether or not it is strictly necessary for a Client to be accompanied will be based on information provided at the time of booking. Clients are requested to provide as much information as possible to enable a full risk assessment to be made. Clients may be asked to provide further information to ensure that “**Karukera Holiday Steward Limited**” has all relevant information.

In order to ensure that “**Karukera Holiday Steward Limited**” can provide the necessary assistance and there are no issues relating to building infrastructure and equipment, including port terminals, which may make it impossible to carry out the embarkation, disembarkation or carriage of the Client in a safe or operationally feasible manner, Clients who may require special treatment or assistance or with reduced mobility or Disabilities (including Clients who use wheelchairs) must advise “**Karukera Holiday Steward Limited**” at the time of booking. Clients who use wheelchairs must furnish their own standard size wheelchairs. For the safety of all Clients on board, all wheelchairs and other aids to mobility must be stored in the Client’s room or storage provided. When the wheelchairs are not being used and in order to ensure that this is possible, and to so ensure the safety of the all Clients on board, “**Karukera Holiday Steward Limited**” reserves the right to require that Clients who use wheelchairs book a specified category of room and residence hotel facility. “**Karukera Holiday Steward Limited**” reserves the right to refuse passage to any Client who has failed to notify “**Karukera Holiday Steward Limited**” of their requirement for special treatment or assistance or of reduced mobility or Disabilities (including the requirement to use a wheelchair). The cost for loss or damage to mobility equipment caused by the fault or neglect of “**Karukera Holiday Steward Limited**” or a supplier incident is subject to “**Karukera Holiday Steward Limited**” absolute discretion to either repair or replace the equipment, this can be at exception where “**Karukera Holiday Steward Limited**” agrees otherwise and in writing.

When traveling by sea it is possible that relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Clients to agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. Refusal by a Client to complete the relevant pre-boarding questionnaire may in itself result in denied boarding. All cases of denied boarding will be treated as a cancellation attracting 100% cancellation charges occurred.

In the event that any viral and/or bacterial illness is diagnosed whilst a Client is on board “**Karukera Holiday Steward Limited**” may that the Client on a boat or flight be required to remain in his or her place awaiting assistance for reasons of health and safety. Although “**Karukera Holiday Steward Limited**” concierge service would have done all in its power to assist, however, in the event that any Client refuses to remain in their place during the period recommended by the doctor, then that Client may for reasons of health and safety be disembarked from a boat or flight or residence hotel by “**Karukera Holiday Steward Limited**” without any further liability.

In order to ensure that Clients are traveling safely and, in accordance with applicable safety requirements Clients are required to notify “**Karukera Holiday Steward Limited**” at the time of booking:

- (i) of their specific needs with regard to accommodation, seating or services required and/or whether they need to bring any specific medical equipment on board; Depending on the trip, “**Karukera Holiday Steward Limited**” concierge service will verify with an appointed doctor of the department of land and security to permit such medication and or to get alternative treatment in compliance to the visiting land.
- (ii) of the nature any assistance required from “**Karukera Holiday Steward Limited**” concierge service or any terminal operator assistance;
- (iii) of any food and allergies knowledge for further assistance.

The electrical supply in other lands, our on cruise and catamaran shall vary and may not be the same as the standard electrical supply in the UK. Clients should contact “**Karukera Holiday Steward Limited**” concierge for specific details. It is important that any Client who will be bringing electrical medical equipment abroad should contact the manufacturer or supplier to ensure that the equipment is safe fit to be used abroad. In relation to medical equipment there are limited facilities for cruise and flight storage. It is the responsibility of the Client to arrange delivery of all medical equipment prior to departure. The requirement for Clients to notify “**Karukera Holiday Steward Limited**” prior to booking if they need to have medical equipment on flight and cruise board, so that it ensures that the medical equipment can be carried and/or carried safely.. It is the Client’s responsibility to ensure that medical equipment is in good working order and for arranging enough equipment and supplies for the duration of the Package. Clients must be able to operate all medical equipment. If there are any particular medical conditions which require supervision then such supervision must be organized by the Client and at the Client’s expense. Clients must note that not all medical equipment can be carried or used onboard aircraft. Clients must check “**Karukera Holiday Steward Limited**” for the airline compliance prior to carriage.

PREGNANCY

“**Karukera Holiday Steward Limited**” recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel, knowing that “**Karukera Holiday Steward Limited**” provides intensive holiday activities packages.

Following the type of services and for reasons of health and safety “**Karukera Holiday Steward Limited**” regret to inform that Clients who will have entered their 24th week of pregnancy or beyond at any point during their Package would not be favored for this package. All pregnant women are required to produce a doctor’s or midwife’s letter stating that mother and future baby are in good health, fit to travel taking into account the proposed itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). “**Karukera Holiday Steward Limited**” cannot accept a booking or subsequently carry a Client unless they comply with the requirements of this clause. In the case of a booking by or on behalf of a pregnant Client made before it could reasonably have been known that the Client would not be able to join the Package by reason of the Client entering their 24th week of pregnancy or beyond at any point in their Package, “**Karukera Holiday Steward Limited**” will refund in full the fare paid by or on behalf of that Client and the fare paid by any accompanying Client, provided that the pregnant Client notified “**Karukera Holiday Steward Limited**” as soon as reasonably practicable upon becoming aware that she would not be able to join the Package, but shall otherwise have no liability whatsoever. “**Karukera Holiday Steward Limited**” expressly reserves the right to refuse agreement to any Client who appears to be in an advanced state of pregnancy and “**Karukera Holiday Steward Limited**” shall have no liability whatsoever in respect of either such refusal and/or the carriage on cruise and flight of any such Client.

MEDICAL TREATMENT

If the Client acknowledges a medical doctor available, it is the Client’s obligation and responsibility to contact “**Karukera Holiday Steward Limited**” concierge service for seeking any medical assistance during the Journey as well as on land.

In the event of illness or serious injury a Client may have to be landed ashore for medical treatment. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Client is landed. Medical facilities do vary from port to port and no representations or warranties are made in relation to the standard of medical treatment provided by the various hospitals and/or clinics.

INSURANCE

It is a condition of the Contract that every Client must have a full and valid medical insurance which includes cover for pre-existing medical conditions worldwide, or as a minimum, in the countries that the Client is due to visit and which must remain in force for the entire duration of the Package. The insurance policy must, as a minimum, include medical and repatriation coverage for not less than £2 million and must include cover for the cost of emergency evacuations from any transportation, including but not limited to, evacuations by helicopter. “**Karukera Holiday Steward Limited**” concierge will ensure that all travel tickets and holiday packages are covered accordingly.

Wherever possible, “**Karukera Holiday Steward Limited**” will offer general assistance to any Client who suffers illness, personal injury or death during the period of the Package, whether or not arising from an activity forming part of the Package and whether or not the result of fault by any party.

Any cost or expense which is reasonably incurred by “**Karukera Holiday Steward Limited**” for or on behalf of the Client in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Client to “**Karukera Holiday Steward Limited**” whether or not such sum is covered by the Client’s travel insurance. “**Karukera Holiday Steward Limited**” reserves the right to take any action that it considers appropriate to recover any such cost or expense.

FARES AND EXTRAS

All fares are based on costs and exchange rates as at current currency. “**Karukera Holiday Steward Limited**” reserves the right to vary particulars and fares shown in the website after the date of publication. Fares, discounts, supplements and special offers advertised in the brochure or elsewhere may be withdrawn or changed. Fares may go up or down.

“**Karukera Holiday Steward Limited**” reserves the right to levy a charge for payments made to “**Karukera Holiday Steward Limited**” by credit card. The Client will be advised of the rate of any such charge at the time of making a payment.

The fare for any Package can be varied due to changes in transportation costs such as fuel, scheduled air fares and other airline cost changes which are part of the contract between the airline (and their agents) and “**Karukera Holiday Steward Limited**” government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2 per cent of the fare for your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed for increases but not retained from refunds. For larger variations this 2 per cent will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per Client, together with an amount to cover agents' commission. If this means the Client has to pay an increase of more than 10 per cent of the fare for the Package, the Client may cancel the Contract and receive a full refund of all monies paid, except for any amendment charges or insurance premiums. No consequential costs or expenses or loss of profits will be payable. “**Karukera Holiday Steward Limited**” will consider an appropriate refund of insurance premiums paid if the Client can show that he/she was unable to transfer or re-use the policy. Should the Client decide to cancel for this reason, the Client must exercise his right to do so within 14 days from the issue date printed on the final invoice. Alternatively, the Client can accept an offer of an alternative Package if “**Karukera Holiday Steward Limited**” is able to provide an alternative and transfer payment made in respect of the original Package to the alternative Package. Should the cost of alternative Package be less than the original Package, “**Karukera Holiday Steward Limited**” will refund the difference. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the fare for your Package due to contractual and other protection in place.

All accounts for services and goods and for shore excursions must be settled in full before the Client starts the trip. In the event that a Client fails to settle his account “**Karukera Holiday Steward Limited**” reserves the right cancel the package or propose a postponed date.

CANCELLATION BY THE CLIENT

The Client may cancel the Contract at any time prior to the commencement of the Package direct by calling our Reservations Department, but in that event “**Karukera Holiday Steward Limited**” shall be entitled to levy a cancellation charge of 50 percentage of the fare paid in accordance with flight cancellation and inconvenience occurred.

REFUND POLICY

The Client has the right to cancel within the cooling period of purchase of 10 working days. The Client must be refunded at a percentage of services provided in full or partially, depending on the level of work performed accordingly. Any refund will take place immediately after demand and according to the transaction performed, online, cheque, account or PayPal. “**Karukera Holiday Steward Limited**” shall ensure that the Client has received his due accordingly.