



Terms & Conditions

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Accredited Agent





These Booking Terms and Conditions, together with our privacy policy, website terms and conditions of use and itinerary together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Safari Consultants Limited, Registered Office: Africa House, 2 Cornard Mills, Mill Tye, Great Cornard, Sudbury, Suffolk, CO10 0GW ("we", "us", "our"). Our telephone number is 01787 888590, and our fax number is 01787 888599.

Please read the Booking Terms and Conditions carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please Note: our Booking Terms and Conditions vary slightly dependent on whether you book a 'package' or 'other holiday arrangements' with us. A package is a combination of transport, accommodation and/or other tourist services booked at the same time and for which full payment is made to us. Anything else, including accommodation and transport booked at separate times and not at an inclusive price, constitutes 'other holiday arrangements' which we make for you as a booking agent for the supplier of accommodation or transport in question. Your contract in these circumstances will be with the relevant supplier directly and we will not be a party to that contract.

BOOKING & ACCEPTANCE

To make a booking: Please complete the required sections of either our online Client Portal Manage My Booking section or a paper version of our booking form and sign it. The signatory (including that online) must be from a party member and he or she will be deemed to be the authorised agent of the other party members and agrees to the booking conditions on behalf of all party members. If you are using the paper version, each member of the party must also complete a passenger information form (copies are available from us) detailing all special requirements and any pre-existing health conditions. Send the completed booking form and information forms by post or fax. We receive the online Portal MMB records automatically. The deposit is also due at this time and can be made by debit/credit card, cheque, or directly into our account.

If we cannot accept your booking we will notify you and return your deposit to you. Your booking becomes definite and a binding contract will come into existence when we issue a written confirmation to you.

If the special requirements section of the booking form is not completed we shall assume that the relevant party members have no special requirements. Compliance with special requirements will not form part of the contract unless we accept responsibility in writing. If we do not, we will still do our best to notify the relevant airlines, lodges, safari operators etc. of any special requirements included but cannot guarantee that they will be catered for.

We have a Safari Information Form which needs to be completed by every person going on safari. The form is incorporated into our Portal MMB section so if you have completed that in full, you need not do anything further. The forms have been designed for you to provide as much information as you can about your interests, preferences, emergency contacts etc. Fully completing every part of the form will enable us to let our colleagues in Africa know something about you. This will ensure the safari is conducted with your own requirements in mind. If you do not have access to a computer, you will be sent a hard copy in the mail to complete.



All written correspondence and other communications will be sent to whoever signed the booking form at their address given in it unless he or she instructs us to send it somewhere else. If you book through a travel agent we will communicate with that agent instead.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

DEPOSITS & OTHER PAYMENTS

If you book more than ten weeks before your departure date the deposit, which must accompany your completed booking form or online passenger record, is 40% of the full holiday price unless the next paragraph applies. If you book less than ten weeks before your departure date payment of the full holiday price is required when you book. If you book more than ten weeks before the departure date the balance of the full holiday price is due ten weeks before departure. If some members of your party depart on different dates the relevant date, for all purposes connected with these booking conditions, is the earliest departure date.

It is sometimes necessary to make different arrangements about deposits and balance payments. For example, if your flight requires immediate payment of the full flight cost. If this is so we will say so in writing and agree these with you before accepting your booking.

We will issue a confirmation on receipt of the money.

If you do not pay the balance of the holiday price in full when due, we reserve the right to treat this as a cancellation by you and the Cancellation By You clause will apply in such circumstances. However we will not exercise this right without telling you before we do so.

On certain occasions it is necessary for us to quote prices of all or part of some holidays in US dollars or other non-Sterling currencies. Payment must be made in the currency or currencies stipulated in your itinerary.

Payments may be made by bank transfer, cheque or by debit/credit card (VISA or Mastercard).

INSURANCE

As a condition of booking your travel arrangements with us, you are required to purchase comprehensive travel insurance. This policy must cover as a minimum pre and post departure cancellation and delay, including for force majeure reasons (as defined in the Force Majeure clause below) where possible and must cover for the entire duration of your trip including 24 hour emergency medical cover with a repatriation service. If you intend to undertake activities or excursions during your holiday and these are not covered by your standard policy, please ensure that you purchase additional cover for these.

Please disclose any relevant information including pre-existing injury or condition to the insurer at the time of purchase of your policy. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. Please note that insurance provided by credit card companies and banks often has limited cover. Please check at the time of booking that the cover provided by such a policy complies with this condition.

ACCURACY

We make every effort to ensure that the information contained on our website and set out in our itineraries is as accurate as possible, and whilst correct at the time of publication, it may be subject to alteration. If we receive prior notification of alterations to any accommodation, services or facilities we will inform you as soon as reasonably possible. It should be noted that destination information is for guidance purposes only and that the photographs displayed on our website or in our itineraries are used to give an impression of the accommodation and services offered.



We reserve the right to change any of the prices, services or other particulars advertised on our website or detailed in our itineraries at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into a contract with you. Should any of these details change after making your booking you will be advised of the changes. Should you decide to subsequently cancel the booking, you may do so in accordance with the Cancellation By You clause below.

ALTERATIONS BY YOU & TRANSFERS OF BOOKINGS

If you wish to change the arrangements after you have booked we will do our best to assist you if you let us know in writing at least 42 days before the departure date. However we cannot guarantee that we will be able to make satisfactory alternative arrangements. We reserve the right to charge an alteration fee of £40 per party member in addition to any other costs and expenses incurred by us in making or trying to make alternative arrangements. Airlines may treat a change to a booking as a cancellation and charge a 100% cancellation fee (e.g. a flight booked with an incorrect passport name). If a new flight is required, this may be at a higher cost to the original flight. These fees, costs and expenses will be payable whether or not we succeed in making suitable alternative arrangements. If we do succeed we will send you a revised itinerary and booking confirmation, which will replace all previous itineraries and confirmations.

“Packages”

If you have purchased a Package and if you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £40 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

CANCELLATION BY YOU BEFORE DEPARTURE

Cancellations by you must be in writing. We advise you to make them by Recorded Delivery but we will accept fax cancellations if they are received by us, signed by whoever signed the booking form and clearly and unambiguously indicate what is being cancelled. They will be effective on the day we get them.

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. Except where your holiday arrangements include exclusive use of facilities the following cancellation charges will apply:

| Date notice received | Cancellation charge | |
|---|----------------------------|---|
| | (% of full price) | |
| 70 or more days before departure | 40 | % |
| 51 to 69 days before departure | 80 | % |
| 50 or less days before departure | 100 | % |

These cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling. We reserve the right to treat cancellation by one or more but not all party members as an alteration by the remaining party members.



The remaining party members will be jointly and severally liable for any additional single supplements or other similar charges as a result of cancellation by some but not all party members.

If your arrangements include exclusive use of a camp, lodge or safari operation then the above cancellation charges only apply if all party members cancel. The price per person for exclusive arrangements is calculated by reference to the number of people in your party and so different cancellation charges may apply if some but not all members wish to cancel exclusive arrangements. In these circumstances we will tell you in writing what cancellation charges will apply to cancellation by some but not all party members before accepting your booking and agree these with you.

Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to claim these charges from your insurer.

CANCELLATION BY YOU DUE TO UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES “Packages”

Where you have purchased a Package, you have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity.

For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

ALTERATIONS BY US “Packages”

We take great care over the descriptions, information and prices given on our website and in our tailor-made itineraries. Where changes (including price alterations) occur, we reserve the right to alter your holiday but will do our best to tell you before you send us a completed booking form. We will tell you if we become aware of any reason why a change has to be made before accepting your booking and issuing a booking confirmation.

We make every effort to ensure that, once your booking has been accepted, your holiday proceeds as booked. However if we cannot avoid changing the booked arrangements we reserve the right to do so.

Any change we make to your holiday will be either significant or insignificant. A significant change includes a change of UK departure airport (not including between airports in London), a change of flight time by more than 12 hours, a change of accommodation area for the whole or a significant part of your time away, a change to a lower category of accommodation or a significant change to your itinerary, missing out one or more destination entirely. Any other change, for example a change in airline or car rental company, will be classed as an insignificant minor change. If there is an insignificant change, we will do our best to notify you of this, but we are not under any obligation to do so or to pay you compensation.

If there is a significant change, we will advise you as soon as is reasonably possible. You will then have the choice of:

- (for significant changes) accepting the change; or
- having a refund of all monies paid;
- accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or



- if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative booking arrangements.

In addition, in appropriate cases where we have been forced to make a significant change (on the assumption that the full balance has been paid) we will pay you compensation, in accordance with the table set out in the 'cancellation by us' section, below. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure as defined in the Force Majeure clause below or underbooking (if the minimum number of bookings required to run a holiday or part of a holiday is not met.)

“Other holiday arrangements”

In the unlikely event that the relevant supplier has to make any change to other holiday arrangements, we will try to tell you before you go, although the relevant supplier is not obliged to do so, nor are we obliged to compensate you.

CANCELLATION BY US

“Packages”

Naturally we will do our best to ensure that we are not obliged to cancel the arrangements after we have issued a booking confirmation. However we reserve the right to do so. If we are, we will use every effort to offer you other arrangements which match the previously booked ones as closely as possible. You may choose to accept or reject them. You must inform us of your decision as soon as possible.

If the price of the substitute arrangements is less than that of the previous arrangements we will make the appropriate refund as soon as possible or take account of the reduction in calculating any outstanding balance still due.

If you decide to reject the substitute arrangements we will refund all sums paid by you up till then (excluding alteration fees) as soon as possible. We will also, if appropriate, pay you reasonable compensation (in line with the table below), unless the cancellation is due to the circumstances listed below our table.

We offer some holiday arrangements the availability of which is dependent on us achieving a minimum number of participants booking in addition to you. Where applicable, this is clearly indicated on our website and in our itineraries, which state the minimum and maximum number of participants and the date by which the required number of bookings must have been made. We will notify you either as soon as the required number has been reached or, as soon as possible after the relevant date, if the required number of bookings has not been achieved. In the latter case we reserve the right to cancel your booking and will refund as soon as possible all sums paid by you up till then. No compensation is payable by us for cancellations made because a minimum number of participants is required but not achieved.

Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

| Period before departure within which notice of Cancellation or major change is notified to you | Compensation payable per person booking |
|--|---|
| 70 days or more | Nil |



| | |
|-------------------|-----|
| 69 - 55 | £20 |
| 54 - 28 days | £30 |
| 27 - 14 days | £40 |
| Less than 14 days | £60 |

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 70 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

**where we are forced to cancel or change your arrangements due to Force Majeure (see below).
“Other holiday arrangements”**

In the unlikely event that a relevant supplier cancels your holiday, we will endeavour to seek a refund from them but are under no obligation to do so nor pay you any compensation.

POST-DEPARTURE CHANGES/ALTERATIONS

“Packages”

Naturally we do all we can to ensure that the arrangements booked proceed smoothly after departure. However if for some extraordinary reason we have to alter a significant proportion of the booked arrangements after you depart, we will do our best to make suitable alternative arrangements to enable you to continue your holiday at no extra cost to you. We will inform you of these as soon as we can. If you accept the alternative arrangements we will, if appropriate, pay you reasonable compensation for the difference (if any) between the booked arrangements and the alternative arrangements actually supplied. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure as defined in the Force Majeure clause below or underbooking.

If either we find ourselves unable to make such arrangements or you reject them for good reasons we will arrange for you to be transported by equivalent means back to your departure point or to some other place agreed between us and, if appropriate, pay you reasonable compensation.

“Other holiday arrangements”

In a relevant supplier significantly changes your holiday post departure, we will endeavour to ensure that the relevant supplier makes suitable alternative arrangements but are under no obligation to do so.

PRICES

“Packages”

The price of your travel arrangements has been calculated using exchange rates quoted by the various banks we use for the purposes of monetary exchange, including HSBC and Western Union on an ongoing basis, in relation to the following currencies: US Dollars, Euro's, SA Rands, Namibian Dollars, Kenya Shillings, Zambia Kwacha

FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “unavoidable and extraordinary circumstances”, meaning any event beyond our or the supplier's control, the consequences of which could not have been avoided even if all reasonable



measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination.

Please note that we have purchased an insurance policy to ensure that we can assist you should any Force Majeure events arise during your travel arrangements. However, you must nevertheless ensure that you have comprehensive travel insurance in place, as per the Insurance clause above, to provide you with cover in relation to such events.

“Other holiday arrangements”

The suppliers of other arrangements may impose surcharges and these will be passed on to you in full.

OUR LIABILITY

“Packages”

- (A) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us. Please also note that standards, including hygiene and health and safety, vary according to destination and sometimes these are lower than those in the UK. The services will be deemed to be provided with reasonable skill and care if they comply with any applicable local regulations or if there are no applicable local regulation, to any applicable local standards and practices.
- (B) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- a. the act(s) and/or omission(s) of the person(s) affected;
 - b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - c. Force Majeure (as defined above).
- (C) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- a. loss of and/or damage to any luggage or personal possessions and money
- (D) The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- a. Claims not falling under (a) above and which don't involve injury, illness or death
- (E) The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- a. Claims in respect of international travel by air, sea and rail, or any stay in a hotel



- (F) i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- (G) ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- (H) iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- (I) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (J) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (K) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (L) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in an itinerary. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (M) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

“Other holiday arrangements”

Because we only act as a booking agent we have no liability whatsoever for any aspect of the arrangements and, in particular, have no liability for any death, personal injury or loss of whatever nature you may suffer.

CONDITIONS OF AIRLINES AND OTHER SUPPLIERS

Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and may also exclude our liability to you. They are often also subject to various international conventions.



FLIGHT DELAYS AND TRAVEL INFORMATION

Inbound and outbound flight times are provided by airlines and are subject to change because of such matters as air traffic control restrictions, adverse weather conditions and technical and mechanical problems. Flight timings are therefore estimates only and cannot be guaranteed. We will not be liable if a flight is delayed. In the event of a delay, airlines generally provide such refreshments, meals and accommodation as they deem appropriate. In addition, you may be entitled to claim under your travel insurance policy.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in the Force Majeure clause of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown on our website, in an itinerary and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available to inspect at https://ec.europa.eu/transport/modes/air/safety/air-ban_en) detailing air carriers that are subject to an operating ban with the EU Community.

Please note, our website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

EXCURSIONS

If you book an excursion in resort, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. We have no liability whatsoever for anything which may go wrong on the excursion.

WEATHER

We cannot guarantee that the weather conditions will be suitable for outdoor activities or excursions and we shall not be held responsible for any loss, delay or costs whatsoever connected with adverse weather conditions.

ACCEPTANCE OF RISK

There may be an element of personal risk attached to the holiday and the activities that you have booked. In accepting these conditions, you consent to these risks. If you suffer from any pre-existing injuries that may affect your ability to undertake an activity, please consult your doctor and notify your insurers before you travel.

COMPLAINTS

If you are unhappy with any aspect of your holiday while you are away you must address your complaint to management of the relevant safari operator, lodge, hotel or travel operator immediately, and to us by fax, telephone or email at the earliest possible opportunity. Please insist that the relevant safari operator or other supplier communicates your complaint



to us if you cannot make contact direct. If your arrangements include provision by us of an accompanying group leader or local guide please address your concerns to him or her too as soon as possible.

If you have a complaint about a scheduled airline, we will act as a liaison between you and the airline. If you wish to make a claim against the airline, you must contact the airline direct.

If the problem is not resolved to your satisfaction by the time you return please let us have full written details within 30 days after you return. Failure by you to complain promptly while on holiday and/or within the 30 day limit may prejudice your legal rights.

If you have a dispute which you are unable to resolve, you may call upon the low-cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £2,500 per person or £10,000 per booking form or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

PASSPORT, VISA AND IMMIGRATION REQUIREMENTS AND HEALTH FORMALITIES

General information about immigration and health matters relevant to British citizens visiting the countries in which we operate is set out in our travel information which is kept up to date. Please ensure that all party members read this carefully. We will do our best to notify you of any changes of which we become aware. However it is your responsibility to ensure that you check the requirements applicable to you before you depart, that you comply with them and to ensure that all necessary passports and visas etc. do not expire until well after you expect to return. We do not accept liability if you fail to do these things.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0300 222 0000 or visit <https://www.gov.uk/government/organisations/hm-passport-office>

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

It is your responsibility to check in for flights at the correct time and to be in the right place at the right time for ground travel arrangements etc. We do not accept liability if you fail to do so. No credits or refunds will be given for lost or mislaid air tickets or other travel documents.

YOUR RESPONSIBILITIES

It is a condition of your contract with us that you act with reasonable prudence and circumspection whilst on holiday and that you comply with all the health and safety requirements of guides and safari operators etc.

You may be required to sign liability waivers or other documentation by some suppliers prior to undertaking their services.

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately.



In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

RESERVATIONS

For some sought-after safari holidays it is wise to reserve places well in advance, often before we are able to quote you a firm price. This is particularly so where the reservation is made more than 12 months in advance. We will request a non-refundable reservation fee in these circumstances. Our contract with you only takes effect when the booking is confirmed in accordance with the Booking and Acceptance clause.

BOOKINGS MADE THROUGH A TRAVEL AGENT

If you book through an agent, any money that the agent accepts from you is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay this to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted by the agent, will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

FINANCIAL PROTECTION

We provide financial security for the air holidays and flights advertised on our website and detailed in our itineraries. We do this by way of our ATOL issued by the Civil Aviation Authority of CAA House, 45-59 Kingsway, London WC2B 6TE under ATOL number 3783.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer



where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

In addition, as a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT Limited) of 117 Houndsditch, London, EC3A 7BT, we have provided a bond to meet the requirements of the Package Travel and Linked Travel Arrangements Regulations 2018. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel and Linked Travel Arrangements Regulations 2018 for Safari Consultants Ltd., and in the event of their insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;
2. non-flight packages commencing and returning to a country other than the UK; and
3. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Safari Consultants Ltd.

We also have an International Air Travel Association licence (IATA).

Our bonded Air Travel Organiser's Licence and bonded membership of ABTOT provide security for your money paid to us and for your repatriation in the unlikely event of our insolvency.

DATA PROTECTION

In order for us to process your booking, we ask for personal information about all members of your party including but not limited to your names, dates of birth, passport details, address and contact information, dietary requirements, health issues or special needs, personal travel insurance information etc. The person signing the booking form is responsible for ensuring that all members of the party are aware of our conditions and this privacy policy.

Please see our Privacy Policy for further information as to how we use your personal data and the rights that you have in relation to the same.

PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

JURISDICTION AND APPLICABLE LAW

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.