



# TERMS AND CONDITIONS

## BOOKING & ACCEPTANCE

To make a booking you will need agree our terms on our booking portal and pay a deposit. The online signatory 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. Our online portal will require completion for each party member and asks for a range of information including emergency contacts, insurance details, special requirements and any pre-existing health conditions. For groups it is usual for each couple of sub-group to have private access to the portal, in which case they would also be invoiced individually. The deposit is also due at this time and can be made by debit/credit card (Visa and Mastercard) or directly into our account.

Please note that the conditions vary slightly dependent on whether you book a 'package' or 'other holiday arrangements'. A package is a combination of transport and accommodation 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 the accommodation or transport in question. Your contract in these circumstances will be with the relevant supplier.

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. These booking conditions together with either the itinerary prepared for you or the literature description of the holiday and the information contained on our website and in our brochure form the terms of that contract. It will be governed by English law and English courts are to have exclusive jurisdiction.

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.

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.

## DEPOSITS & OTHER PAYMENTS

If you book more than ten weeks before your departure date the deposit is up to 40% of the full holiday price and will be specified at the time, 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 in order to take advantage of a special fare. 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 if we do so. However we will not exercise this right without telling you before we do so.



On certain rare 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 or debit/credit card. Cheques or bank drafts can also be accepted if required.

## **INSURANCE**

As a condition of booking your travel arrangements with us, you are required to purchase comprehensive travel insurance at the time the deposit is paid. 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) and cover for the entire duration of your trip including 24 hour emergency medical cover with a repatriation service. If you intend to undertake specific 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. We cannot be held responsible or liable in any way for customers who fail to take out comprehensive travel insurance. Please note that insurance provided by credit card companies and banks often has limited cover, and many holidays are more expensive than standard cancellation limits, and top up insurance may be required. Please check at the time of booking that the cover provided by such a policy complies with this condition.

## **WEBSITE ACCURACY**

We make every effort to ensure that the information contained on our website 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 that have a significant impact on your holiday we will inform you as soon as reasonably possible. It should be noted that destination and property information is for guidance purposes only and that the photographs on the website are used to give an impression of the accommodation and services offered. We reserve the right to change any of the particulars contained on our website at any time before we enter into a contract with you.

## **ALTERATIONS BY YOU**

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 100% cancellation fees (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.



## CANCELLATION BY YOU

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.

Except where your holiday arrangements include exclusive use of facilities the following cancellation charges will apply:

Date notice received	Cancellation charge (% of full price)	
85 or more days before departure	40	%
84 to 71 days before departure	60	%
70 to 57 days before departure	80	%
56 or less days before departure	100	%

These cancellation charges are applicable to cancellation by each individual party member but 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 you are prevented from taking your holiday for reasons outside your control (e.g. illness, death of a close relative, jury service or employer's requirements) you may transfer your booking to someone else but only if you give us reasonable prior notice. The transferee must be a suitable person to participate in the booked arrangements. We reserve the right to charge you any additional costs and expenses incurred by us in effecting such a transfer together with an administration charge of £40 per party member transferred. Please also note it is not possible to transfer scheduled flights from one person to another, and it is likely extra costs could be involved. Both the transferor and the transferee will be jointly and severally liable for all outstanding or extra payments due under the contract including payments due under this condition.

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.

## 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 as soon as possible and if relevant, before you accept our booking terms.

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 major or minor. A major change includes a change of UK departure airport (not including between airports in London), a change of flight time by more than 12 hours, or a change to a lower category of accommodation. Any other change, for example a change in airline or car rental company, will be classed as a minor change. If there is a minor change, we will notify you prior to departure (or do our best to notify you if you are already travelling), but we are not under any obligation to do so or to pay you compensation. If there is a major change, we will advise you as soon as is reasonably possible. You will then have the choice of accepting the change, taking alternative arrangements (and where this is of a lower price, we will refund the difference, but where it is of a higher price, you must pay the difference), or withdrawing from the contract and accepting a full refund of all monies paid, excluding any amendment charges.



#### “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 you decide to accept the substitute arrangements then any increased price due from you will be payable as specified in the Deposits and Other Payments clause. 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 and credit card surcharges) as soon as possible.

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.

#### “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.

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”

Unless specifically stated otherwise, the price quoted for your holiday is fixed once we issue a booking confirmation. Your price will not be increased after that except in exceptional circumstances to allow for increases in transportation costs, including the cost of fuel, park fees (or equivalent) and variations in VAT or other Government taxes.

If we do decide we have to increase the cost of your holiday we will notify you in writing as soon as reasonably practical and identify in detail which element of your holiday price has increased.

However we will not exercise this right less than 30 days before your departure date. We will not make additional administration or other charges of our own for dealing with any increase in the price of your holiday. Further, if any price increase passed on by us to you would increase the cost of your holiday to you by more than 5%, you will have the right to cancel your holiday with a full refund of all money paid to us except for any amendment and credit card charges. Should you decide to cancel because of this you must exercise your right to do so within 7 days of the date of the revised invoice.

### “Other holiday arrangements”

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

## OUR LIABILITY

### “Packages”

We accept liability to you, in accordance with Regulation 15 of the Package Travel, Package Holidays and Package Tours Regulations 1992, for the proper performance of our obligations under the contract. These are to provide you with the holiday you booked, in accordance with the description on our website, our brochure or tailor-made itinerary and the contract, and to do so with reasonable skill and care. Our statutory liability applies irrespective of whether such obligations are to be performed by us or by other suppliers of services. You must show that reasonable skill and care has not been used if you wish to make a claim. 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.

Our liability is subject to exceptions which are set out in the Regulations. In summary, these apply where the failure to perform the contract or improper performance is due neither to our fault nor to that of any one supplying services to us but is due or attributable to:

- a. you,
- b. unforeseeable or unavoidable failures attributable to unconnected third parties,
- c. Force Majeure, or
- d. events which neither we nor our suppliers could, even with all due care, foresee.

If you suffer any difficulties in the circumstances outlined in paragraphs c and d we will do our best to assist within reasonable limits. However in doing so we shall not be obliged to pay money to you or any third party, but we will not charge you for our assistance.

Our liability to pay you compensation for damage arising from non-performance or improper performance of the contract is limited in accordance with applicable or relevant international conventions. These include, but are not limited to, the Warsaw, Geneva, Berne, Athens and Paris Conventions.

In addition, our maximum liability to pay you compensation for damage (other than personal injury or death) is limited to:

- refund of the total holiday price (excluding alteration fees or credit card surcharges) in respect of diminution of the value of the holiday,



- £96 per day per party member (in respect of loss of enjoyment etc.), and
- any special damages (e.g. out of pocket expenses) awarded by the court or by the mediator under the AITO independent dispute settlement service.

Any sums received by you from suppliers will be deducted from any sum paid to you by way of compensation from us. Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions.

Other than as set out above and elsewhere in these booking conditions, we have no liability to you whatsoever for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

#### "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.

### 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. Where there is a conflict between our suppliers' conditions and our conditions, the suppliers' conditions will take precedence unless any clause is invalid or unenforceable in which case our conditions will take precedence. Where relevant, copies of such conditions may be available for inspection at our offices, or at the offices of the relevant supplier.

### FLIGHT DELAYS

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.

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions.

### EXCURSIONS

Any excursion or activity that you pay for directly then 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 the provision of the excursion or 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.

On arrival into safari camps you will often be asked to complete and sign a disclaimer form which acknowledges that you have understood the location and camp safety rules.

## 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 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.

## YOUR RESPONSIBILITIES

General information about immigration and health matters 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.

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.

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.

## 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. 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

The air holidays and flights in our brochure and on our website are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 3783. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

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.

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), we have provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 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.





## FORCE MAJEURE

Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could foresee or avoid, even after taking all reasonable care. Examples of this include, but are not limited to, war or threat of war, riots, civil strife, terrorist activity or the threat of terrorist activity, biological warfare, industrial disputes, mechanical failure, natural or nuclear disaster, volcanic eruption, illness and disease (for example Swine Flu, Avian Flu, Covid 19 or SARS), fire or adverse weather conditions, airport closure, level of water in rivers, changes in Foreign Office advice on suitability of travel to a destination or other similar events beyond our control. Unless where otherwise stated in these conditions, we will not pay compensation, cover any loss or accept responsibility if we have to change or cancel your booking for force majeure reasons. Please ensure that you have comprehensive travel insurance as per the Insurance clause above to cover these events.

## 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.

We will use the information given to effect all reservations, and we may disclose the information to our service providers to ensure that your holiday can proceed as smoothly as possible. In the case of air travel, it may be mandatory for us to disclose 'Advanced Passenger Information' for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines. The information may be disclosed to providers outside the UK/EEA, and you should be aware that controls of personal data protection may not be as strong as they are here.

Some of the information, such as medical conditions, may be classified as 'sensitive personal data' under the Data Protection Act 1998. Having this information will help us cater for your needs, and if disclosed is done so on condition that we have your positive consent. If you do not agree to our disclosing this information, we cannot take your booking.

In regard to credit card details, we will only use them to process a payment or payments authorised by you and we will then destroy all such details.

We will retain your full contact details in line with our Data Protection and Marketing policy. We will not however, pass any information onto any person not responsible for part of your travel arrangements.

## 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. 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.

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 you or your party's negligence.

## PARTIES TO THE CONTRACT

In these booking conditions the words "we", "us" and "our" refer to Safari Consultants Limited which is the organiser of your holiday. Safari Consultants Limited's offices are at Africa House, 2 Cornard Mills, Mill Tye, Great Cornard, Suffolk CO10 0GW.



It is a limited company which is registered under the Companies Acts with registration number 209 4642 and its registered office address is the same as above. Our telephone number is 01787 888590.

Similarly, the words "you" and "your" refer to the people whose names are given as party members on the completed booking form we receive including the person signing it and to anyone to whom a transfer is made.