

African Safari Tours

BORN OF AFRICA

BOOKING CONDITIONS

The following booking conditions, together with other written information we brought to your attention in your proposal before we confirmed your booking, will form the basis of your contract with Ngamiland Explorations Limited, trading as African Safari Tours (ATOL 11065). Please ensure that you have read them carefully as they set out our respective rights and responsibilities.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Ngamiland Explorations Limited, trading as African Safari Tours ("African Safari Tours" "AST" or "us" or "our") of Kilderkin Cottage, Horse Shoe Lane, Ibthorpe, Andover, SP11 0BY.

1. In this agreement:

"Departure Point"	means the place specified by us in the Tour Pack as the place where you will end your Safari;
"Meeting Point"	means the place specified by us in the Tour Pack as the place we will meet and start your safari;
"Start Date"	means the date on which we meet to start your Safari;
"Safari"	means a holiday organised by African Safari Tours further defined in the Proposal and confirmed in the Confirmation; and
"Safari Information Pack"	means whatever documents <i>inter alia</i> , the Proposal and Confirmation information we send to you in hard or soft copy to provide information about your Safari; and
"Proposal"	means the information provided by us to you regarding a Safari following your requests for information; and
"Confirmation"	means the consolidated information we send you once you have paid your deposit as specified in the Proposal.
"Service Supplier"	means any person or organisation providing a service as specified in the Confirmation.

2. Booking your safari

- 2.1. We do not offer packaged Safaris, we tailor Safaris to the requirements you specify when you request a Proposal.
- 2.2. You can request a Proposal from us at any time. Once you have accepted our Proposal we will hold a provisional booking for a period specified in the Proposal for



to allow you time to send us your deposit which will be specified in the Proposal. When we receive your deposit, we will send you a Confirmation, including invoice, which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the Safari you have booked as per the Proposal and we undertake to provide you with the Safari we confirm in our Proposal.

- 2.3. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 2.4. If we are unable to accept your booking, we will of course return your payment to you immediately. The balance payment for all Safaris will be specified in the Proposal.
- 2.5. Where the cost to us of any part of the Safari increases, we reserve the right to pass on that increase to you as per paragraph 4 of these booking conditions.
- 2.6. You can give us your personal details, insurance, special requests, medical conditions, next-of-kin and passport details by completing a form we shall send to you.
- 2.7. For some Safaris we are able to make provisional bookings. In other cases we have to use scheduled flights. Availability and prices of these flights can change significantly, so we book them as soon as possible.

3. Payment

- 3.1. You can pay by either giving credit or debit card details, or by sending a cheque through the post. (We accept VISA, MasterCard, Delta or Maestro, but not American Express). For payment by credit card there is a charge of 2% of the transaction amount. We do not keep your card details.
- 3.2. Payments to us may be by cheque payable to Ngamiland Explorations Limited. We shall take account of your cheque on the date it is cleared into our account. We do not accept post-dated cheques.
- 3.3. Alternatively, payment may be made by electronic transfer for which full information will be provided at the time of booking.
- 3.4. The last date for payment of the balance of the cost of your safari will be due to us at least 65 days before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.
- 3.5. If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

4. Surcharges and refunds

- 4.1. The prices given on our website and in our Proposal are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you



agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the safari. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.

- 4.2. No matter what the increase, we shall not increase the cost less than six weeks before the departure date.
- 4.3. If we increase the price of your Safari by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.

5. Changes and cancellations by you

- 5.1. We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £ 100 and any additional cost of a different arrangement. Please note that an airline may treat a change as a cancellation and create a new booking, charging a 100% cancellation fee. We cannot make changes to you itinerary within 84 days of departure. Any changes requested after that date will be treated as a cancellation of the original booking and will be subject to cancellation charges as per paragraph 5.4.
- 5.2. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.
- 5.3. If you cancel, your deposit and any flight costs which have been invoiced, will be forfeit.
- 5.4. We shall charge an additional sum related to the time remaining before the date of departure, as follows:

More than 84 days	Deposit plus invoiced flight cost, if any
71 – 83 days	35 % of Safari cost
61 – 70 days	50 % of Safari cost
60- 31 days:	75 % of Safari cost
0 - 30 days:	95 % of Safari cost
- 5.5. If circumstances force you to leave the Safari early, you will have to bear any additional costs yourself.
- 5.6. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, or this booking to some other person. That person must meet any conditions which may apply to the booking and you, must ask for the transfer not less than 60 days prior to the Safari Start Date.

6. Changes and cancellations by us

- 6.1. We reserve the right to change travel and tour arrangements. This is necessary because many of our Safaris involve variables which are outside our control. These



include, weather, political issues, currency problems, flights and accommodation issues.

- 6.2. We shall tell you about small changes before departure. If we think in our reasonable opinion that a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative Safari (and to pay or receive a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 6.3. If such problems occur during your Safari, we will make alternative arrangements so as to comply as closely as possible to the description of the Safari in our Proposal.
- 6.4. If a problem occurs which is so serious that we have to cancel a Safari before the date of departure, you may choose to accept either an alternative Safari (and to pay or receive a refund/credit in respect of any price difference) or a full refund of all money paid.
- 6.5. In certain cases we may pay compensation too, at our discretion.
- 6.6. We are not liable to you in any circumstances for loss or damage or loss of your Safari when:
 - 6.6.1 unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or
 - 6.6.2 the change is not significant in our opinion. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.
- 6.7. We reserve the right to make changes to and to correct errors in our Proposal any time before we send you the Confirmation.

You agree that all these provisions are reasonable.

7. Payment Protection

- 7.1. 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.
- 7.2. 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).

- 7.3. 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. For more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/atolcertificate.

8. Travel Insurance

- 8.1. It is a condition of booking with us that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your Safari. We cannot approve the cover you have bought and are not responsible if it is inadequate.
- 8.2. Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.
- 8.3. We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

9. Passport, Visa and Health Requirements

Please note carefully:

- 9.1. to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Safari;
- 9.2. remember to apply for any necessary visa in good time;
- 9.3. check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>.
- 9.4. If you need professional medical care whilst on a safari, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.



- 9.5. You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.
- 9.6. Should you or any of those persons on whose behalf the booking is made have any medical problem or disability which may affect your Safari, you are to inform us before you confirm the booking so that we may advise on the suitability of the proposed arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably believe that we are unable to properly accommodate the need of the person concerned we reserve the right to decline the booking. If full disclosure is not given at the time of booking we may cancel the booking when we become aware of these details.

10. Safari Information

Your Confirmation will provide information relating to your Safari. This information will include:

- 10.1. location of Meeting Point and time of meeting;
- 10.2. climate and clothing recommendations;

11. Accommodation

Accommodation will be in good quality hotels or lodges as specified in our Proposal. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- 11.1. we reserve the right to change accommodation to that stated in our Proposal (see below "changes of itinerary").
- 11.2. accommodation in some countries will be of a lower standard than comparable accommodation in the UK.

12. Changes of Itinerary

- 12.1. Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.
- 12.2. We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative Safari. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference.



13. Baggage restrictions

- 13.1. We have to work within the restrictions laid down by any carrier we use. Policies vary from one carrier to another and from time to time. We will tell you the exact allowances and terms after you have made a booking with us.
- 13.2. If you have an unusual requirement, perhaps for medical reasons, do contact us and we will try to help you immediately.

14. Limitations on Our Liability

We want you to enjoy a perfect Safari with us. We shall do our best to make your safari special for you. Nonetheless, we must make clear the limitations in law. This clause and any other limitation of liability by us in this agreement does not purport to limit or exclude liability for personal injury or death caused by our AST's negligence or fraud. We are not liable to you for:

- 14.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
 - 14.2. any problem arising from your failure to reach the Meeting Point on time, for whatever reason though we would do our best to help you in any way we reasonably could;
 - 14.3. the numbers species or quality of wildlife you see on your Safari;
 - 14.4. any aspect of goods or services you buy or accept other than those arranged by us;
 - 14.5. medical problems or physical difficulties, even if you have told us about them in advance;
 - 14.6. medical emergencies;
 - 14.7. your own carelessness or negligence in any aspect of your behaviour whilst with us;
 - 14.8. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Safari;
 - 14.9. problems or issues which we could have resolved whilst on a Safari but which you raise only after your return;
 - 14.10. injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
 - 14.10.1 the act or omission of you or anyone in your party;
 - 14.10.2 the act or omission of a third party not connected with the provision of your safari;
 - 14.11. services we have not provided. The services and features included in your Safari are those specified in our Proposal and confirmed in your Confirmation documentation. If you choose to buy other goods or services during your Safari, those are not part of the package we provide, even if arranged at your request through our representative.
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Accordingly we are not liable to you for any happening in connection with that service or those goods.

15. Consent to Risks

- 15.1. We draw to your attention to the fact that there are certain real inherent risks and dangers involved in participating in wildlife adventure tours, game viewing activities, Safaris and other related activities as provided by African Safari Tours, including without limitation the risk of contracting malaria.
- 15.2. By making a booking for and accepting or participating in any Safaris you consent to the risks inherent in such wildlife adventure tours, game viewing activities, safaris and other related activities and warrants that you are aware of such risks and undertakes the wildlife adventure tours, game viewing activities, safaris and other related activities in connection with the Safaris with full knowledge and appreciation thereof and at your own risk.

16. Local standards

- 16.1. Laws, standards, culture and attitudes are different in many countries from what you reasonably could expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 16.2. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the Service Supplier has not exercised reasonable skill and care.
- 16.3. Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- 16.4. Carriage by air, and sea is subject to the terms and conditions of the carriers with whom you are travelling as well as to international conventions. We accept no liability whatsoever for cancellations, strikes, timetable changes, diversions, technical issues unrelated to us, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision out of our control. In the event of circumstances amounting to *force majeure* we will not refund any money to you although if we can recover any monies from our Service Providers we will refund these to you.



17. Limitation of compensation by international conventions

- 17.1. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be able to make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by sea, or the Convention on International Travel by Rail. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.
- 17.2. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £ 500.
- 17.3. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Safari.

18. Flight and other transport delays: limit of our liability

- 18.1. There is no guarantee that flights, trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.
- 18.2. In the case of air travel, the airline is responsible for providing assistance under the Denied Boarding Regulations as defined at paragraph 19.6. We will try to keep you informed throughout the period of any delay.
- 18.3. Our policy if a delay occurs, is to continue with our plans until the flight (or other form of transport, if relevant) is cancelled with no suitable alternative flight being offered by the airline. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the Safari and refund you all payments made in respect of the Safari.
- 18.4. Where any delay in returning home lasts for longer than 24 hours, the airline should continue to meet your accommodation and reasonable meal expenses. This will be the case where the airline is an EU carrier or was due to depart from an EU airport. They may, however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.



- 18.5. If you wish to find at any time to return home early or independently, for example by booking an upgrade with the airline or by organising overland travel, we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.
- 18.6. EC Regulation No 261/2004 (The Denied Boarding Regulations) apply where the airline is an EU carrier or the affected flight was due to depart from an airport within the EU. Where applicable, you must pursue the airline for the compensation or other payment due to you. The compensation set by the regulations is your full entitlement. It covers, for example, distress, disappointment, inconvenience or effects on other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.
- 18.7. If, for any reason, we make a payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you agree, when requested, to assign to us the rights you have or had to claim the payment in question from the airline.
- 18.8. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – “Referring Your Complaint to the CAA”.
- 18.9. Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

19. Help we need from you

- 19.1. Most of our Safaris require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of miles a day, sometimes on uneven or slippery surfaces. Some of our Safaris require considerable levels of physical fitness, this will be detailed in the Proposal we send you. By accepting the Proposal you warrant that you meet these physical requirements and will inform us should this detail change.
 - 19.2. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
 - 19.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from your Safari.
 - 19.4. If at any time, it is our opinion (given by any of our staff or representatives) that you are acting in a way which may cause accident, injury, discomfort or extreme
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displeasure to any other guest, we may exclude you from the programme for the remainder of the safari. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

20. Complaints

We shall try our utmost to provide a happy and fulfilling Safari, but if we fail in any way, do please raise any issue with us or the relevant Service Provider immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the relevant Service Provider, then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

21. Accuracy

- 21.1. All information and prices contained in our brochures, websites and other promotional material is, to the best of our knowledge, correct at the time of going to press. We reserves the right to change the same at any time. Changes and errors do occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before the booking is confirmed.
- 21.2. The photographs reproduced and information provided in any such brochures, websites and other promotional material depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination and we make no representations and gives no warrantees in this regard.

22. Miscellaneous

- 22.1. In this agreement unless the context otherwise requires:
 - 22.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
 - 22.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
 - 22.1.3 except where stated otherwise, any of our obligations arising from this agreement may be performed by any other person.
- 22.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form.



Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 22.3. For the purposes of the Data Protection Act 1998 you consent to the processing of his personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party whom we nominate. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 22.3.1 The personal information which you provide us or which is obtained through your dealings with us will be treated in accordance with our privacy policy.
- 22.3.2 If you wish to have a copy of your personal information which we hold, please write to us at African Safari Tours, Kilderkin Cottage, Horse Shoe Lane, Ibthorpe, ANDOVER, SP11 0BY. Please note that we are permitted by law to make a charge for providing you with such information.
- 22.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 22.5. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 22.6. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 22.7. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and any dispute arising from it shall be subject to the exclusive jurisdiction of the Court of England and Wales.