

AFRICAN ADVENTURES' BOOKING TERMS & CONDITIONS

The following Terms & Conditions apply to all bookings with African Adventures. Please take the time to read these carefully, as they are written to protect your interests. You are bound by these Terms and Conditions, upon issue of confirmation of deposit or receipt of a signed booking form.

1. Your Contract

- a) Your contract is with African Adventures Limited, hereinafter called "African Adventures", "we" or "company". When you make a booking you confirm that you have the authority to accept and do accept the terms and conditions set out below. Please read these conditions carefully as you will be legally bound by them.
- b) If you book a trip through us, once your place has been confirmed, we will accept responsibility as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

2. Prices and Payment

- a) The moment we receive your deposit, we start processing your booking and African Adventures' Refund Policy becomes active. If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you, in which case no refund of previous monies paid by you will be due by us.
- b) You may be sent further forms to complete and return to us in order to fulfil your trip. African Adventures reserves the right to postpone your trip if you have not returned all the necessary completed forms to process your application within the required timeframes.
- c) Deposits are non-refundable.
- d) Payment must be made on time and in full, unless agreed by the Company. In the event that any fees are outstanding, we may refer the matter to a debt collection agent. You will incur the full cancellation fee as described in point 7, plus any statutory interest rates. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court.

3. Financial Protection

- a) 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.
- b) 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.
- c) 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 to) you under the ATOL scheme. 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.

4. Accuracy of Services

- a) Every effort is made to ensure that all pricing on our promotional material, including our website, is accurate. Regrettably, however, changes and errors do occasionally occur. We cannot accept liability for errors that become apparent after this material has been produced.
- b) Some details of your trip, particularly flights, can change without notice. We cannot be held responsible for these changes and therefore will not be liable for any inconvenience or cost caused as a result.

5. Insurance

- a) It is a condition of booking that every passenger must have purchased a personal travel insurance policy, which explicitly covers you for volunteer work, for the entire duration of your trip. This is usually covered in our trip packages but it is your responsibility to make sure you are suitably covered.

6. If you change your booking

- a) Should you wish to make any changes to your confirmed arrangements, you must notify us in writing as soon as possible. If you change your trip dates/trip destination, you will need to pay the full trip price.
- b) If it is necessary for you to postpone your trip, you must confirm the new departure date within one month, otherwise the booking will be cancelled. Any monies already paid shall be forfeited and our cancellation policy (7) shall apply.
- c) Please note that changes to your booking dates requested by you less than 16 weeks before departure date are treated like a cancellation.

7. If you cancel your booking

- a) You may cancel your trip at any time, subject to our cancellation policy. Should you need to cancel your chosen trip you must immediately advise us in writing. Notice of cancellation will only be effective when it is received in writing by us and we have acknowledged receipt of your cancellation.
- b) If you cancel your booking, the following cancellation charges will be incurred prior to date of departure; up to 150 days = £195 deposit (non-refundable) / 91-150 days = £195 deposit plus 15% of the entire trip fee / 61-90 days = £195 deposit plus 30% of the entire trip fee / 31-60 days = £195 deposit plus 45% of the entire trip fee / 0-30 days = 100% of the entire trip fee
- c) In the event you decide to discontinue the trip before it is due to end, for any reason, there will be no refund and you will be liable for any additional costs in facilitating your early return home.

8. If we change/cancel your trip

- a) In the unlikely event that we have to make changes to your trip, we reserve the right to do so at any time. Most of these changes will be minor and we will advise you at the earliest opportunity.
- c) In the event of us making any changes to your trip, you have the right to accept, or decline the alternative. Under these circumstances, refunds will not be made and any additional costs incurred will be your responsibility, unless expressly underwritten by the company. African Adventures cannot accept liability for any trip changes, or cancellations, as a result of "force majeure" (9).
- d) If the Foreign & Commonwealth Office (FCO) deems the specific location of your trip to be unsafe for travel, we will change the destination country of your trip to one of our other destinations. You will be charged/refunded the difference in cost between your original trip price and new trip price. We will absorb any further costs or, in our absolute discretion, cancel the trip if it is not possible for us to deliver an alternative. A refund will be made to you, minus your deposit and all reasonable expenses incurred by us, including but not restricted to; flights, accommodation, staffing, administration expenses etc. If you refuse the changes to your trip, your cancellation will be subject to our cancellation policy (7).

9. Force Majeure

- a) We will not accept liability, or pay any compensation where the performance, or prompt performance of our contractual obligations is prevented, or affected, or you otherwise suffer any loss, or damage, due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to, war, the threat of war, insurrection, riots, natural disaster, bad weather, criminal and terrorist acts or similar circumstances beyond our control.

10. If you have a problem or complaint

a) If you feel that you have reason for complaint during your trip, it is your responsibility to ensure at the earliest possible opportunity, that any perceived failure in the performance, or improper performance of the contract, whether by the company or its suppliers, is communicated to the trip representative or supplier and simultaneously inform African Adventures by email or telephone, so that the concerns can be addressed. This must be followed up in writing immediately, if not at the earliest possible opportunity.

11. Our Liability to You

a) We will only pay compensation if, after departure, your trip or travel arrangements, booked through us, are not provided as described in your trip information, due to the fault of our employees or suppliers and if this has significantly affected your experience and your enjoyment of it. Subject to paragraphs (i) and (ii) below, we will accept liability in accordance with package travel regulations.

i. Nothing in these conditions is intended to exclude, or limit, our liability to you if death or personal injury is caused by our negligence, or that of our employees (providing they were at the time acting within the course of their employment). Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part, or that of our suppliers in performing our obligations under the contract.

ii. We will not be responsible for any claim arising as a result of any, or all, of the following:-

- 1) the fault of the person(s) affected or any member(s) of their party or
- 2) the fault of a third party not connected with the provision of your trip which we could not have predicted, or prevented, or
- 3) the fault of anyone who is not carrying out work for us (generally or in particular) at the time, or
- 4) an event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure, as described in these booking conditions.

b) The services and facilities included in your package will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

c) The whole philosophy of this style of travel, as outlined on our website, is one which requires flexibility. The outlined itineraries given for each trip must therefore be taken as an indication of what you should accomplish and not as a contractual obligation on our part. When necessary, we reserve the right to make alterations to a trip without notice. It is a fundamental condition of joining any of the trips, that you accept this flexibility and acknowledge that delays and alterations and their results, such as inconvenience, discomfort or disappointment are possible.

12. Behaviour

a) A booking is accepted on the strict understanding that you comply with the spirit of our work and our Volunteer Code of Conduct, which is intended to ensure your safety and enjoyment of the trip. If you are found to be in breach of this Code of Conduct or otherwise prejudicing the safety/well-being of a volunteer(s) or the planning/progress of the trip before you travel or whilst in-country, we will terminate your trip with us without any liability on our part and our standard cancellation policy (7) will apply. If you are travelling as a Participant on an Organisation's trip, such as a school or work group, that institution reserves the right to impose this policy on our behalf, as part of their Trip Agreement with African Adventures. No refund will be given for any remaining time outstanding on the trip nor will you be reimbursed for any subsequent costs incurred from food, accommodation, travel or any other expenses.

13. Marketing Materials

a) Any likeness, or image of you taken on any of our trips may be used by the Company without charge in all media for bona fide promotional, or marketing purposes, such as in brochures, slides, video shows and the internet. By participating in our trips you are agreeing to waive any rights to these images or comments made, including quotes and feedback that you have provided to us, and agree that they may be used by African Adventures in future promotions.

14. DBS Check

a) When signing up to any project involving work with children, or vulnerable adults, you are agreeing that you are prepared to undergo a DBS check to ensure your suitability for the trip, if requested by African Adventures. If this request is made in writing to you, we reserve the right to delay, or postpone, your trip until the DBS check has been completed and are not responsible for any delays in this process or costs incurred. Should you fail the DBS check for any reason, African Adventures reserves the right to cancel your trip and no refund of monies will be given. No costs incurred relating to the DBS check will be reimbursed by African Adventures.

15. Passports And Visas

- a) It is your responsibility to be in possession of a valid passport and any health documents, as required, for the entire duration of your trip and to ensure that you meet the entry requirements of the countries that you are travelling to. African Adventures accepts no liability whatsoever for your travel documents at any time.
- b) The name in the passport must match the name on your flight ticket where provided. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, invalid or incorrect documentation.

16. Health & Travel Advice

- a) Any information, or advice, provided by the Company on matters such as visas, medications, vaccinations, climate, clothing, baggage, special equipment, permits, specific itinerary details etc., is given in good faith to the best of our knowledge at the time, but without responsibility on the part of the Company.
- b) You must ensure that you have taken full care of your medical precautions prior to travel by consulting your GP/travel nurse. Any medical requirements that affect your ability to fully participate in any aspect of your trip itinerary must be communicated to us immediately.

17. Fitness and Special Requests

a) We reserve the right at any time to require you to produce a Doctor's certificate of fitness to participate in the trip. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking. If we reasonably feel that we are unable to accommodate your needs, due to particular health requirements, we must reserve the right to decline your reservation, or if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 8 of these conditions.

18. Flights & Transfers

- a) Should you experience a flight delay, or cancellation, African Adventures will make every reasonable effort to ensure we are still able to meet you at the airport in your destination country. Any costs incurred by us will be passed on to you. You may be able to claim these back from the airline/your travel insurance.
- b) In the event that your trip is cancelled or postponed, due to circumstances beyond our control, we and/or our partner cannot be held responsible for any expenses incurred. This includes any flight, travel, or other costs including, but not exclusive to, any charges made by the airlines for cancelling, changing, or transferring flights.
- c) Should you experience a flight delay/cancellation, it is your responsibility to inform us so we can make alternative arrangements for you.

19. Data Protection

African Adventures operates within the guidelines set by the Data Protection Act and does not share your information with any other party.

20. Governing Law

a) All matters, or disputes arising out of this contract shall be governed by and construed in accordance with the laws of England and are subject to the jurisdiction of the English courts. You may choose the law and courts of Scotland and Northern Ireland to deal with any disputes if you are resident there.