



Booking Conditions

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you or, where we act as agent as set out below, and arrange for you.

Booking, Payment and Confirmation

The person who makes the booking must confirm acceptance of our booking conditions on behalf of all persons named on the booking by signing and returning our booking form.

We will communicate with you by e-mail in relation to your booking (including sending you documents such as your confirmation invoice). You must accordingly print and retain hard copies of all confirmation documents, e-tickets and other important communications.

PAYMENT TO SECURE BOOKING

In order to confirm travel services, the following payments must be made by the Client to the Company:-

30% Deposit at time of booking

Final balance due 60 days prior to travel;

100% Of the Total Confirmed Price for bookings made less than 60 days prior to departure,

Air travel, 100% payable upon booking as tickets have to be issued immediately;

Greater deposits may be required in instances of specialist product &/or peak season travel.

Final invoicing is based upon the Total Confirmed Price, less any payments made.

All payments must be made by credit card, internet transfer (electronic funds transfer) or telegraphic transfer (SWIFT). Funds are normally cleared within five working days. Cash and travellers cheques are not accepted.

(1) Providing full payment has been received, travel documents will be sent approximately 2 weeks before departure unless your booking is made within 6 weeks of departure, in which case final documents will be sent as soon as possible.

(2) For some countries you will be handed your internal flight/train/ vouchers by your tour manager representative on arrival at your destination.

(3) We have included in the relevant prices all government taxes in the amount applicable at the time of booking which do not have to be paid locally. Those that have to be paid locally by you are extra and are your responsibility (such as international airport departure tax).

Prices

The price of the ground arrangements often include:

1. Hotel/Lodge/Camp etc accommodation, meals as specified and any obligatory hotel tax and service charge.



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2. Transfers, game activities and National Park entry fees
3. Vehicle and driver-guide expenses in connection with the safari itinerary concerned
4. Flights and excursions specified in the itinerary
5. Some lodges do include drinks, laundry and all activities, however this should be re-confirmed at the time of booking.

The price of the ground arrangements do not include:

1. Flights unless specified, airport taxes and service charges.
2. Visas, inoculations and personal insurance
3. Excursions, activities or services specified as optional, therefore charged as an extra
4. Tips and any other expenses of a personal nature.

MEAL PLANS

The itinerary will indicate meal plans for various safaris. In the case of half board, this generally means that lunch is not included. However, Suppliers may, at their discretion, permit tour members to substitute lunch for dinner.

Suppliers offering all inclusive meal plans vary in the extent of what is included. In these plans, generally house beverages are included but premium beverages and diet soft drinks are available at an additional cost. Suppliers also reserve the right to limit the amount of consumption by tour members.

CANCELLATION AND REFUND POLICY

Our cancellation charges are determined by the fact that once we have booked with hotels and safari camps/lodges and with local airlines, they will charge us a cancellation fee if we cancel a booking. We try to keep such charges to a minimum and they are as follows

a) Cancellation By You

Should you wish to cancel your booking you must notify us in writing.. Please state the reason for your cancellation as you may be covered by your insurance policy. Claims must however be made direct to your insurance company.

A cancellation includes any reduction of services including reduction of the number of participants, reduction of the length of travel, removal of any specific services from the overall tour package or change of services where specific. Suppliers will charge cancellation fees. In the event that travellers need to change their travel dates, we will make every effort to accommodate the changes but Suppliers may still charge cancellation fees .

Cancellation charges are calculated as follows;

<u>Days before departure notification received.</u>	<u>Amount of cancellation charges as a % of total tour cost</u>
Over 90 days before the departure date:	Loss of Deposit
89 to 60 days before the departure date	40% of the tour price or deposit if higher
59-45 days before the departure date	50% of the tour price
44 to 16 days before the departure date	75% of the tour price
Less than 15 days before the departure date or no-show	100% of the tour price

In some cases, Suppliers may impose stricter cancellation policies than those shown.

b) Alteration By You

(1)If you wish to make any amendments to your holiday after the confirmation invoice has been issued, you must inform us in writing and we will do our best to help. Please note however that if you (i) change to a different departure date, or destination or (ii) change your booking less than 8 weeks before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out.

In the event a change can be made, you must pay all costs and charges incurred or imposed by any of our suppliers.

(2) If you wish to change any aspect of your holiday after it has commenced, we and/or our agents will do our best to assist, subject to you being responsible for any cancellation charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by us and/or our agents in attempting to secure or securing any revised arrangements. All such charges and costs are payable locally.



No allowance or refund can be made for meals, rooms, excursions etc., included in the price of your tour but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers. Part cancellation of a booking may result in increased costs for the remaining party members.

(3) If you wish to transfer your place on your booking to another person (introduced by you), Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £35 to cover our administration costs plus such amount as our suppliers will require to effect the change (if the transfer can be made).

Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges must be paid by you before any change can be made.

c) Changes to or Cancellation of your Arrangements by us or your Third Party Supplier

Itinerary Changes:

Although every effort is made to adhere to schedules, we may be obliged to occasionally change routes on safaris as dictated by changing conditions. The right is reserved to substitute hotels of comparable status and to make any changes in the itinerary where deemed necessary or caused as a result of adverse road or weather conditions, disruptions to airline schedules or any other valid reason.

Most changes are minor. Occasionally, we have to make a "significant change".

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (i) (for significant changes) accepting the changed arrangements or
- (ii) purchasing an alternative holiday from us (paying or receiving a refund in respect of any price difference) or
- (iii) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

d) Force Majeure

Except where otherwise expressly stated in these booking conditions, neither we nor any Third Party Supplier can accept liability or pay any compensation where the performance or prompt performance of our or the Third Party Supplier's contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these booking conditions, "force majeure" means any event which we / the supplier of the service(s) in question / the Third Party Supplier could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire and all similar events outside the control of the party concerned.

FLIGHTS

All airlines require the full names of passengers as stated in their passports. After air tickets have been issued, amendments are not permitted. It is the Client's responsibility to check and correct any errors in respect of their flight reservations which appear on the Customer Booking Form. The Company accepts no liability for incorrect details provided by the Client.

Airport taxes and fuel charges may change without notice, at any stage prior to flight and will be for the cost of the Client. Airfares are only guaranteed once the air ticket has been issued and only once the Client's credit card has been debited.

Any cancellation by or on behalf of the Client of any air ticket, will be subject to the relevant airlines terms and conditions applicable to that fare type. Any cancelled air tickets, which are presented to the airline for refund are subject to delays and the Company will only be obliged to refund any amounts paid to them by the airline to the Client, on receipt thereof from the airline.

The Company will provide the Client with an e-ticket reference number together with a full itinerary, once the air ticket has been fully paid for. Cancelled air tickets are subject to the applicable terms and conditions levied by the airline based on the fare type chosen, in most instances airlines levy 100% cancellation once the ticket has been issued.



1) Transportation (including delay)

(a) Air, rail, road and other departure times are supplied by the carriers. They are subject to inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. We do not have any liability to you for any delays that may arise (including any at your international departure airport).

Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

We are not always in a position at the time of booking to confirm flight timings. The flight timings on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure.

You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

(2) If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments.

Where applicable, you must pursue the airline for the compensation or other payment due to you. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

PASSPORTS AND VISAS

It is the Client's sole responsibility to ensure that his/her passport, necessary permits and travel documents are valid and that they have obtained all the necessary permits and/or visas required by the countries which they intend to enter, prior to their departure.

The Company cannot be held liable for any visa or travel documentation not held by the Client, nor will they be held liable should a passenger be refused entry into any country for any reason.

All client passports must have sufficient blank visa pages (minimum 2 recommended) available in their passports in accordance with the regulations of various African countries.

All Client passports must be valid for a minimum of 6 months after travel.

A parent travelling with children (without the other parent), must provide a certified letter of consent from the absent parent.

INNOCULATION, IMMUNIZATION AND MEDICATION

It is the Client's sole responsibility to ensure that they have had all necessary inoculations, immunisations and medications required prior to departure. The Company cannot be held liable for the Client's failure to ensure the aforementioned has been attended to.

INSURANCE

It is essential each member of your party has adequate and comprehensive travel insurance covering cancellation or curtailment, as well as medical expenses, emergency travel, personal accident, personal baggage and money loss. This should be arranged at the time of confirmation and deposit payment to cover you for cancellation from the time of booking. In the event that you must cancel your participation in a travel programme, trip cancellation insurance may be the only source of reimbursement.

We request that you provide us with your insurance provider's name, together with the policy number and the insurance company's emergency contact telephone number in case of any emergency whilst you are travelling.

Your Responsibilities

(a) **Visas:** General information concerning visa requirements applicable to British Citizens is set out in our Documents & Health section. We will notify you of any changes to visa requirements applicable to British Citizens who hold a full British



passport which occur before your confirmation invoice is issued but please note that further changes could take place before you travel.

You must check the up to date requirements in good time before departure.

Non-British citizens / holders of non British passports should check with their nearest consulate or embassy for visa requirements.

(b) **Passports:** British Citizens require a full British passport (valid for at least 6 months beyond the end of your holiday) for the holidays we offer. Please note: requirements may change and you must check the up to date requirements in good time before departure.

(c) **Health:** Recommended and mandatory inoculations for travel are set out in our Documents & Health Section. We will notify you of any changes in these that occur before your confirmation invoice is issued. However, further changes may occur at any time and you should consult your doctor in good time before you depart

It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday.

(d) **Documents:** It is the responsibility of the person who makes the booking to ensure that all members of the party are in possession of all necessary travel and health documents and have all necessary vaccination certificates before departure. All costs incurred in obtaining such documentation or vaccinations / certificates must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or have the correct vaccinations/certificates. The person who makes the booking is also responsible for ensuring that every member of your party has adequate travel insurance

WAIVER, INDEMNITY AND LIABILITY

Suppliers and independent safari operators are contracted to provide their products and services. These individual operators, hotels, lodges, restaurants, airlines, bus lines, ferries, charter companies, and all other entities from whom we purchase services, are collectively referred to as Suppliers.

While all precautions are taken to ensure the passenger's safety and enjoyment on these tours, we shall not be liable for death, injury, delay, loss or damage arising from any cause and in any manner whatsoever, including any acts of terrorism, acts of God and government, neglect, accident, error or omission caused by any of these suppliers or independent contractors, their employees, representatives or any event beyond our control.

The right is reserved to substitute hotels of comparable status and to make any changes in the itinerary where deemed necessary or caused as a result of adverse road or weather conditions, disruptions to airline schedules or any other valid reason.

The airlines used to provide flights within Kenya are subject to international air conventions limiting their liability; the limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package.

All baggage and personal effects are at all times at the Client's risk and the Company cannot accept any liability for misplaced baggage, loss or damage to baggage or any personal effects. The Company cannot be held liable for any additional costs incurred by the Client as a result of same and/or excess baggage costs.

Suppliers' Liability:

The Suppliers' liability to tour members is governed by the laws of the country in which the tour takes place. All claims are subject to the jurisdiction of the courts of the country in which the cause of action arises. The Suppliers maximum aggregate liability to each tour member for the negligence of or breach of contract by the Suppliers shall not exceed the per person tour price relevant to the specific failed service. However, nothing in the conditions shall exclude, restrict, or limit the Suppliers' legal liability for death or personal injury resulting from the Suppliers' negligence and against which liabilities the Suppliers are insured.

Complaints and Problems

If you have a complaint about any of the holiday arrangements booked with or through us, you must tell the relevant supplier straight away. You must also tell our local representative or agent on site immediately (if available) or use the emergency contact telephone number with which you will be supplied before your departure. That number will put you in

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contact with your Travel Consultant who will take all reasonable steps to help you. It is only if you do this that we can have the opportunity to put matters right on the spot.

If you have a complaint or claim which you wish to pursue, please write to us within 28 days of your return to the United Kingdom. Your complaint or claim will be investigated and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks.

Financial Security

The Package Travel, Package Holidays and Package Tours Regulations require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.

We provide this security by way of an ATOL administered by the Civil Aviation Authority for flight inclusive holidays. When you buy an ATOL protected air holiday package or flight from us you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking.

The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK.

For further information please visit the ATOL website at www.atol.org.uk.



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