



## **TRACKS SAFARIS BOOKING CONDITIONS**

YOUR CONTRACT IS WITH Tracks Safaris Company Limited, (Company number 7097897) whose registered office is at 2 Chartfield House, Castle Street, Taunton, Somerset TA1 4AS. Please see clause 18 for our full contact details.

### **1. Your holiday contract**

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English law, and the jurisdiction of the English Courts.

If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

### **2. Your financial protection**

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a trust account operated by the Travel Trust Association ("TTA"). All money that we receive from you is paid into the Trust account and is only paid to suppliers on the instruction of the Trustee and us. In addition you will receive a guarantee certificate from the TTA. This guarantees that in the event of our failure, the TTA will meet our financial obligations up to a maximum of £11,000 per customer. Your money is also insured by the TTA through a Stand Alone Safe Seat Plan policy which we issue on your behalf and these features mean that your money is financially protected against our failure. If you book arrangements other than a package holiday from this brochure, the financial protection referred to above does not apply. Please contact us for details.

When you buy a holiday package from us that includes flights, for the flights we act as a booking agent for certain airlines and ATOL holders. When you book a flight through us we will either act as ticket provider on behalf of the airline or as agent on behalf of the ATOL holder. The identity of the supplier of the flight will be made known to you before any contract is concluded, together with the date, origin, destination, time, airline operator and flight number of each flight (where known). When you buy an ATOL protected flight, you will receive a confirmation invoice confirming arrangements and your protection under the ATOL holder's licence number. In the unlikely event of the ATOL's holder's insolvency, the Civil Aviation Authority will ensure that you are not stranded abroad and will arrange to refund any money you have paid via us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). All sales by ATOL holders are subject to their terms and conditions of booking, some of which may exclude or limit liability, copies of which are available on request. Not all holidays sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking.

In the unlikely event of our insolvency, please contact the claims administrator, Travel Trust Association 3rd Floor, Albion House, High Street, Woking, Surrey GU21 6BD and they will

ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking.

### **3. Your holiday price**

1) We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

2) When you make your booking you must pay a deposit which is calculated as a per person charge which we will confirm to you prior to booking, and may differ from holiday to holiday. We will issue a confirmation invoice after receiving your deposit and when we have confirmed the arrangements with our suppliers. The balance of the price of your travel arrangements must be paid at least 80 days before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements and retain your deposit.

3) Changes in transportation costs, including the cost of fuel, dues, government taxes, park fees and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. Your confirmation invoice will detail what is included in the price of your safari.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges and international/internal flights already purchased. You have 14 days from notification of any surcharge to inform us if you wish to cancel your booking or purchase another holiday. If we do not hear from you within 14 days we are entitled to assume you will pay the surcharge.

### **4. If you change your booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. We are usually unable to accept changes after 80 days before departure. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £20.00 per person per change, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements (e.g. flight tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

### **5. If you cancel your holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below:

#### **IF YOU CANCEL YOUR HOLIDAY**

Period before departure within which notice of Cancellation or major change is received by us or notified to you.

Amount of cancellation charge as a percentage of the total tour (land only) price per person

- More than 90 days before travel– deposit only
- Less than 90 days before travel - once you have paid the final payment, we then make payments to our suppliers. Tracks Safaris will do our very best to refund where we can, but this is completely at the discretion of our suppliers. This can be up to 100%

- 30 days or less - 100%

Should a guest fail to arrive for a booked flight or accommodation, the reservation will be treated as cancelled.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Flights, once purchased, in most cases cannot be refunded. Please check your tickets for rules and regulations.

## **6. If we change or cancel your holiday**

We plan the arrangements many months in advance and we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor, such as a change of accommodation to another of the same standard, or a change of order to the itinerary and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. We are not liable for any consequential losses such as the cost of vaccinations, connecting flights or visas.

## **Force Majeure**

This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, but are not limited to, war, riot, industrial dispute, terrorist activity or threat of it and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, sickness, quarantine, acts of God, government intervention or hindrance of any kind or other untoward occurrences. Additionally, a Force majeure event will also include a situation where government concessions for safaris previously made available to the lodges in use are no longer available.

Where a Force majeure event has occurred, it shall remain in the Company's sole and absolute discretion whether or not to proceed with the trip. If, after having made all reasonable and proper enquiries, the Company is of the opinion that the trip may proceed, and the guests choose to cancel their trip, no refund will be payable to them and the provisions of the cancellation clause will apply.

Additionally, although every effort is made to adhere to booked schedules and itineraries, our ground handlers may be obliged to occasionally cancel a safari or change travel arrangements, as a result of a change in circumstances. Such circumstances may include, but not be limited to:

Safety reasons, seasonal rainfall, unsafe airfields, game migrations from one region to another, airline or other booking problems, unscheduled camp/lodge closure (including but not limited to closure due to fire, flood, adverse weather damage, etc), strike war or government or other interference.

Tracks Safaris cannot be held liable for any change or resultant delay nor will any such change constitute a reason for a refund either in full or in part. Any additional expenses will be the responsibility of the guest.

## **7. If you have a complaint**

If you have a problem during your holiday, please inform the tour leader and the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst on safari.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

## **8. Our liability to you**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not reasonably foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

## **9. Prompt assistance**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

## **10. Passport, visa and immigration requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates.

We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

## **11. Behaviour**

We reserve the right to terminate your holiday or that of any member of your party, for behaviour that is likely in our opinion to cause distress, damage, danger or annoyance to yourself or others. We will have no further liability to complete your holiday or travel arrangements and will not be liable for any refund, compensation or additional costs incurred by you.

## **12. Data Protection**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we and your travel agent need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

Please note that where information is also held by your travel agent, this is subject to your agents own data protection policy.

Your data controller is: Tracks Safaris Company Limited.

You are entitled to a copy of your information held by us. If you would like to see this please contact us and we may make a small charge for providing this to you.

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please write to us at the address in clause 17.

We may also provide your details to selected third parties for similar purposes. If you do not wish to receive such approaches in the future, please write to us.

## **13. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. Your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

Excursions that are identified in your itinerary are included in the cost of your package holiday and we accept responsibility for them. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

## **14. Travel Insurance**

You must have adequate insurance in place to cover cancellation, damage to yourself or baggage, the cost of repatriation by helicopter or air, and medical expenses. Please note that the Stand Alone Safe Seat Plan policy that we issue on your behalf for you is NOT an insurance policy and you will need to arrange separate travel insurance to cover losses incurred during your holiday. Please advise us of the name of your insurer at the time of

booking. Cancellation cover applies immediately, so no refund of premiums can be made if you subsequently cancel your travel arrangements. If you do not take out insurance you will be required to sign an Insurance Indemnity form and no tickets will be issued by us until this is received.

### **15. Itinerary**

The essence of a holiday to Africa is to expect the unexpected. The itinerary is subject to change, often with late or no notice, as the circumstances dictate. By booking with us, you accept that you will need to be flexible - mechanical breakdown, changes in border restrictions, safety concerns may lead us to make changes without notice.

### **16. Personal Responsibility**

You make a booking acknowledging that the nature of the holiday is adventurous and may involve a significant amount of personal risk. Our obligations, and those of any suppliers providing any service or facility that forms part of the package with us, are to provide services and facilities with reasonable care and skill. Standards will be lower than within the UK, but the local standards will have been met.

We recommend that you carry sufficient cash with you as some of the safari lodges and camps do not have ATM facilities, or do not accept credit cards. Please contact us for guidance.

### **17. Baggage**

Luggage is restricted to 12kg maximum per person for travel in Zimbabwe in a soft bag (including camera equipment and carry-on luggage). Air transfers in Botswana, Namibia (including the Skeleton Coast Fly-In Safari but excluding our Best of Namibia Wings Safaris and Namibia Explorations which is 12kg per person), South Africa and Zambia have a luggage restriction of 20kg maximum per person in a soft bag (including camera equipment and carry-on luggage). These limits are applicable when travelling with the services of Wilderness Air Charters. In certain regions, as advised in the pre-departure information, additional weight is permitted.

Additional seats on the light aircraft transfers can be purchased for excess baggage.

In the event of guests arriving with luggage not conforming to the requirements in the clauses above, the transfer of luggage may be delayed as it may have to be flown into camp at a later stage at considerable extra cost to the guest.

Tracks Safaris is not liable for any lost or missing baggage or for any additional costs incurred as a result of any lost or misplaced baggage

### **18. Contact Us**

Should you need to contact us, our postal address is: 11 Wellington Road, Taunton, Somerset, TA1 5AN. Telephone: 01823 256630, e-mail: [customercare@trackssafaris.co.uk](mailto:customercare@trackssafaris.co.uk) or [www.trackssafaris.co.uk](http://www.trackssafaris.co.uk).

**TRACKS SAFARIS – WE GET YOU CLOSER TO AFRICA!**

