

TRACKS SAFARIS

WE GET YOU CLOSER



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.

2. Your financial protection

Tracks Safaris are ATOL bonded and members of the Travel Trust Association for your complete financial protection and peace of mind. Our ATOL number is T7332 and our TTA number is U737X.

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 with Tracks Safaris 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 are paid directly into the Trust account and is only paid to suppliers on the instruction of the TTA Trustee and Tracks Safaris.

In addition, we issue a guarantee certificate from the TTA. This guarantees that in the event of our failure, the TTA will meet our financial obligations for the cost of your holiday. Your money is also insured by the TTA through a Stand Alone Safe Seat Plan policy and Supplier Failure Cover 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 the financial protection referred to above does not apply. Please contact us for details.

When you buy a holiday package from us which includes flights, your holiday will be ATOL protected. We will supply you with an ATOL Certificate with your holiday services listed and

what is financially protected, where you can get information, what this means for you and who to contact if things go wrong.

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). In the unlikely event of Tracks Safaris 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

All sales by other 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.

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.

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. 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 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.

Travel Trust Association website: <https://www.thetravelnetworkgroup.co.uk/faqs>

3. Your holiday price

1. You will be advised of the current price of the holiday that you wish to book in writing 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 depending on what services are booked. 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 90 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, unless it is a government enforced increase such as, and not limited to, an increase in national park fees or VAT. Your confirmation invoice will detail what is included in the price of your safari.

If this means that you have to pay an increase of more than 30% 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 90 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 – deposit and flight costs only (we will arrange a refund of any taxes not used on your flights and check to see if any refund is due)
- 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 and the terms and conditions of the international flight providers.
- 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 from your insurance providers.**

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 the trip. 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 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 or 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). We are not liable for any consequential losses such as the cost of vaccinations, connecting flights or visas and in some cases international flight costs will not be refundable.

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, pandemics and epidemics, 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, pandemic 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 try and contact us by email or text and we will contact our suppliers on your behalf. Any complaints should be followed 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. We would also appreciate the opportunity to talk through any complaints you may have on your return to understand the situation in more detail.

It is essential that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst on safari detailing why you are unhappy. This will give our supplier the chance to put the matter right. 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 on holiday 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 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.

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 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, in some areas of the world 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, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

Your data controller is:

Sue Preater

Tracks Safaris Company Limited

The Stables, Egan House, Lower Vexford, Somerset, TA4 3QJ

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 19. 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. Your itinerary 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.

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. This is absolutely mandatory, and no exclusions will be considered.

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 normally restricted to 20kg maximum per person for light aircraft travel in southern Africa and 15kg in east Africa although different airlines have different restrictions. Your luggage should be in a soft bag (including camera equipment and carry-on luggage). 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 or if your personal body weight is in excess of 80 kg (again different air providers have different policies - please confirm).

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 Details

Should you need to contact us, our postal address is: The Stables, Egan House, Lower Vexford, Somerset, Ta4 3QJ. Telephone: 01984 667420, email: sue@trackssafaris.co.uk

