

# BOOKING TERMS AND CONDITIONS

Please read these booking terms and conditions carefully as they form the basis of your contract with BAOBAB Travel Ltd.

## Your financial protection



The air holidays and flights in our brochure are **ATOL Protected**, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is 9168. In the unlikely event of BAOBAB Travel Ltd (referred to as 'BAOBAB' in the remainder of this document) 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. For further information, visit the ATOL website ([www.atol.org.uk](http://www.atol.org.uk)).

## 1. Booking and payment

- a. Once you have chosen your holiday arrangements and read these booking terms and conditions, you should complete and sign a booking form and return this to us with a non-refundable deposit of 20% of the cost of your holiday. If you are booking eight weeks or less before departure, full payment is required at time of booking. If we cannot accept the booking, any money paid will be promptly refunded.
- b. The person who signs the bookings form accepts responsibility for payment for all the persons on the booking and is responsible for keeping all party members informed as to booking details. You must be at least 18 years old to make a booking with us.
- c. Subject to availability, BAOBAB will confirm acceptance of your booking in writing by issuing a confirmation invoice. From this point, a binding contract between us will come into existence. These booking terms and conditions (published in March 2002) form the basis of this contract. All contracts and matters arising from them are subject to English law and the exclusive jurisdiction of the English Courts. You must check your confirmation invoice, tickets and documentation carefully as soon as you receive them. You must let us know straight away if anything appears to be wrong, as it may not be possible to make changes at a later stage.
- d. BAOBAB reserves the right to decline any booking at our discretion.
- e. You will be sent a final invoice with the outstanding balance, which you are required to pay in full, 60 days before departure. If you do not pay the full amount due, we reserve the right to treat your booking as cancelled, when you become liable to pay us cancellation fees up to the 100% of the final invoice in accordance with clause 3c below. Payment can be made by personal cheque, bank transfer, bankers draft or postal order to Barclays Bank Plc., account name: BAOBAB Travel Ltd, account number: 50 12 95 85, sort code: 20-97-90.
- f. All correspondence and other communications will be sent to the address provided on the Bookings Form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

## 2. Price policy

- a. Prices are calculated on the basis of local transfer, accommodation, and other known costs, as specified in the BAOBAB brochures, at the costing date and currency exchange rate, as quoted in the Financial Times at the time of enquiry. We must reserve the right to increase or decrease brochure and other advertised prices at any time before your chosen arrangements are confirmed. You will be given the correct price at the time of booking.
- b. The price excludes international & domestic flights and airport tax (unless stated otherwise), local government taxes, travel insurance, passport, visa(s) and vaccination charges, and excess baggage.
- c. Once your booking has been confirmed, we will only surcharge if as a result of governmental action, taxes, adverse exchange rate fluctuations, increases in transportation costs, costs are increased to us. In these cases, we will absorb an amount equivalent to 2% of the price of your chosen arrangements, excluding insurance premiums, any amendment charges and government levies. Only amount in excess of this 2% will be surcharged. If this means you will be paying more than 10% on the holiday prices, you will be entitled to cancel your arrangements with a full refund of all monies paid to us except for any insurance premiums and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the issue date printed on the revised invoice. No surcharges will be levied less than 30 days before departure.

## 3. Amendments and cancellation by You

- a. While BAOBAB will make every effort to assist you if you wish to alter your arrangements, it cannot guarantee it will be able to meet such requests. Requests for an amendment, e.g. departure date, transfer to a different BAOBAB trip, must be in writing, and signed by the signatory of the Booking form. For this service, you will be charged an amendment fee of £25 per person. If the change occurs within 60 days of the departure, the cancellation charges shown in clause 3c will apply. For minor alterations, e.g. adding special activities or excursions, we will do our best to make these changes free of charge.
- b. If you or any member of your party is prevented from traveling (e.g. as a result of personal illness/injury, serious illness/injury of a close relative, jury service or

unavoidable work commitments), that person may transfer his/her place on the booking to someone else introduced by you, provided that we are notified not less than 14 days before departure. This request must be accompanied by written proof of your reason for being unable to travel, e.g. Doctor's certificate, together with all original travel documents which you may have received and the full name and address of the transferee. An amendment fee of £50 per person together with all costs we incur and/or our suppliers impose on us as a result. Where holiday arrangements include a scheduled flight, such additional costs may incur the full cost of an alternative flight, as date and name changes on such flights are not permitted by some airlines after tickets have been issued.

- c. Once your holiday has been confirmed, you or any member of your party may cancel all or part of your booking. However, the cancellation will only be valid if all details are confirmed in writing at our offices and signed by the person who signed the booking form. We would like to recommend using recorded delivery. As we incur costs from the time we confirm your booking the following cancellation charges will be payable. The amount is shown as a percentage of the total holiday price, excluding the insurance premium.  
The period before departure, from when written notification is received by us and cancellation charge payable per person canceling:

More than 60 days	loss of deposit
59 – 30 days	50% of total cost
0 – 29 days	100% of total cost

Total cost means the total cost of the cancelled arrangements, excluding insurance premium and any amendment charges, which are non-refundable in the event of your cancellation.
- d. Depending on the reason for your cancellation, you may be able to claim a refund of the above fees from your insurance company, if you have taken out an appropriate insurance policy.
- e. No refund can be made for any part of any holiday, tour, excursions or other arrangements cancelled by you on or after your scheduled departure date or not utilized by you. If you do not complete the diving component of your arrangement for any reason, we will not refund you the unused portion of the diving. You may be able to make a claim under your travel insurance policy.

## 4. Changes and cancellation by Us

- a. Great care is taken to ensure that descriptions, information and prices given in the BAOBAB brochure, website and other information packs are accurate at the time of publication. Changes and errors can occur, however BAOBAB reserves the right to make changes, including the prices (see also clause 2c), and correct errors in advertised details at any time before your booking is confirmed.
- b. We specialise in holidays to developing countries and in some cases remote parts of the world, which do not always have the equivalent technological development, infrastructure and/or facilities found in Europe. We do our utmost best to provide what you booked, but this type of holiday carries a risk that accommodation, schedules, itinerary and other parts of your arrangements will be subject to alterations beyond our control and occurring at short notice. You must accept that minor changes may occur, for which no compensation will be given. We will do our best not to make any major change to your holiday. Where this is necessary we will notify you as soon as possible and if the alteration is not acceptable to you we will offer you an alternative holiday (if available) or refund all monies.
- c. BAOBAB reserves the right to make any changes to your holiday arrangements after departure, implemented either by our UK based employees or local representatives, which we consider to be necessary in the interest of the safety of any of our clients, employees or suppliers. These changes could also be made if beneficial to the operation of the arrangements or desirable to overcome weather, transportation or other problems beyond our immediate control or that of our suppliers, or if changes are required at any time by government agencies or organizations or other bodies.
- d. We do not control the day-to-day management of your accommodation. Particular hotels may only be used infrequently. It is possible that we may be advised that your reserved accommodation is not available after you have departed on holiday, in which case we will endeavour to provide accommodation of at least the same standard in the same area.
- e. Occasionally, it may be necessary to cancel previously confirmed arrangements, the main reason being a lack of numbers, and we reserve the right to do so. Where your arrangements are cancelled other than due to your default in payment, we will offer you the choice of either purchasing alternative arrangements from us, of at least the same standard if available (with you paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of the monies paid to us. Except where you fail to make payment in full and on time, we will not cancel less than eight weeks before departure unless we are forced to do so as a result of *force majeure* as defined in clause 5 below.

## 5. Force majeure

BAOBAB regrets that we cannot accept liability and no compensation will be payable if the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to *force majeure*. *Force majeure* includes any event, which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as war or threat of war, civil strife, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, terrorist activity, governmental action and all similar circumstances or threats of

them beyond our control. If additional costs are incurred through *force majeure* these must be born solely by the client.

## 6. Liability

- a. Quality - We do not own, control or operate any airline, hotel, coaches, trains or other services, which form part of your holiday arrangements for our travel programmes. We will accept responsibility and pay compensation if the services, which form part of your holiday, are not of a reasonable standard (taking account of the price paid and the destination concerned) or are not provided as promised and this has affected the enjoyment of your holiday as a result. We further accept responsibility for the acts and/or omissions of our employees, agents, suppliers and sub-contractors (providing they were at the time performing duties authorized by us), except where they lead to death, injury or illness, which are dealt with in clause 6b 'Death and personal injury' below. Except where loss and/or damage to luggage or possessions is concerned (see clause 6e) or as otherwise provided in these booking conditions, our liability is however limited to twice the value of the arrangements booked with us (excluding insurance premiums and amendment charges) of the person(s) affected in total. This clause is subject to clause 5 'Force majeure' and clause 6f 'Higher risk activities'.
- b. Death and personal injury – We accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time performing duties authorized by us), except where failure to perform or improper performance was due to:-
  - (i) your own acts and/or omissions; or
  - (ii) those of a third party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable; or
  - (iii) an event, which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care.It is a condition of this acceptance of liability that you fully comply with clause 13 'Complaints/claims' below. Where any payment is made, you must assign to ourselves or our insurers any rights you may have to pursue any third party. You must further co-operate with ourselves and our insurers. This clause is subject to clause 6f 'Higher risk activities'.
- c. Carriers and providers of accommodation – In all cases, any liability we have in relation to any air, rail or road carrier or provider of accommodation is limited as if we were carriers/providers of accommodation within the appropriate international convention.
- d. Death or injury by misadventure – Should you or any member of your party be unfortunate enough to suffer personal injury, illness or death by misadventure as a result of an activity, which does not form part of your confirmed arrangements with us nor an excursion booked through us, we will provide you with assistance. This assistance may, to our absolute discretion include financial assistance with initial legal costs to enable you to take proceedings against the third party responsible. Any such assistance must however be requested within 90 days of the date of misadventure.
- e. Luggage and personal possessions - Luggage and personal possessions are at all times your sole responsibility. You must ensure you have adequate insurance cover to protect them. As you are assumed to have taken our appropriate insurance cover, any liability we have in relation to luggage or personal possessions will in any event be limited to £2,000 per booking in total. Please take care of your baggage, money, passport and personal belongings whilst traveling.
- f. Higher risk activities – Certain activities (e.g. safari, trekking, diving, rafting etc.) are of their very nature dangerous and carry a greater risk of personal injury and death. Such risks are compounded by the fact that you may be participating in these activities in remote areas where even limited medical assistance may be some considerable distance and time away. It is your responsibility to ensure you and all members of your party are medically fit to engage in any particular activity. Certain activities (e.g. diving) have particular medical, training or other requirements. It is your responsibility to ensure you are familiar and comply with those requirements. In signing our Booking Form, you acknowledge and accept the risks inevitably associated with higher risk activities and that we cannot accept responsibility if any such risks materialize and you suffer death, personal injury, loss or damage as a result. If you are in any doubt as to possible risks, you should consult our staff before booking. You must ensure that any insurance policy you take out covers you in relation to higher risk activities (see also clause 8 'Insurance').
- g. Special events, visits, exhibitions and facilities - All special events, visits, exhibitions and facilities referred to in our literature are shown in good faith and will, to the best of our belief be available. However, we do not control or arrange such matters. When any special event, visit, exhibition or facility, which forms a significant part of your confirmed holiday arrangements become unavailable, can not be provided or is not to take place for any reason, we will advise you before departure if possible. The provisions of clause 4 ('Changes by us') will then apply. Unfortunately, we may be unaware of such non-availability prior to departure or may be unable to inform you of this prior to departure. In the event, the rest of the holiday arrangements will be provided as booked and we will refund the direct cost of the event, visits, exhibitions or facilities in question (together with the cost of any local transportation where applicable). Our liability in this situation will be limited to such refunds.

## 7. Flight delays

BAOBAB is not responsible for any changes and/or cancellation relating to your flights. In addition, no guarantees can be made that flights will depart at the time specified, and BAOBAB has no liability to you for any delay which may arise.

## 8. Special requests

If you have any special requests, dietary or otherwise, please ensure you notify us in writing at time of booking. We will endeavour to pass such requests on to our supplier(s) concerned. We regret however that we cannot guarantee special requests will be met and failure to do so will not be a breach of contract on our part.

## 9. Insurance

It is a condition of our accepting your booking that you purchase adequate travel insurance for the whole period of your holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. The cost of medical treatment and repatriation in the event of serious accident or illness must be included. In case diving is an activity undertaken while on holiday, you must check your insurance policy on cover of recreational diving. If you decide not to purchase our insurance, you must give details of your alternative policy (insurer & policy number) on your booking form. Please read your policy carefully and take them with you on holiday. We do not check alternative insurance policies.

## 10. Passport, visa and health requirements

It is your responsibility to ensure that all members of your party have all necessary passports, visas and health/vaccination certificates for your holiday prior to departure. Details of the current passport, visa and health requirements for the arrangements featured in our brochure & website, which are applicable to British citizens, will be made available to you in due course. We provide such information in good faith, however such requirements do change from time to time and you should accordingly check the up to date position in good time before departure. For up-to-date information regards to inoculations, please consult your doctor well in advance of departure. We cannot accept in any circumstances responsibility if you are denied entry into any country or onto any flight due to inadequate travel documentation. Any costs or expenses incurred as a result will be your responsibility.

## 11. Diving

- a. Diving equipment - Cylinders, weights and weight belts are provided by our dive operators. It is usually possible to hire equipment and we suggest you contact our office prior to making a booking. Please note that diving computers are usually not available for hire.
- b. Waiver - Many diving operators will ask you to sign a waiver absolving them from blame in the event of an accident. If you decline to sign this waiver it will be unlikely that you will be allowed to dive.
- c. Dive sites - Our brochure and website feature descriptions of dive sites, however we are unable to guarantee that you will be able to dive any specific sites at any given destinations. The choice of dive sites is completely up to the diving operator, taking into account weather conditions and diving experience.

## 12. Wildlife

Our brochure and website feature descriptions of the type of marine life and/or wildlife that can be found at each destination. The descriptions and photographs are for illustrative purposes only. We try to give you a fair idea of the kind of species that are known to frequent the areas but we cannot guarantee that particular species will be present at any site at any given destination.

## 13. Holiday participation

It is a condition of participation in one of our holidays that you agree to accept the authority and decisions of our employees, diving operators, safari companies and any agents (e.g. airline pilot or accommodation manager) whilst on holiday with us. If in the opinion of such a person the health or conduct of the client, any of our other clients, employees or any third party at any time, before or after departure, appears likely to endanger the safe, comfortable or happy progress of a holiday or to cause damage to property, the client may be excluded from all or part of the tour, and any additional cost will be the responsibility of that client. We will not be liable to make any refunds or pay any compensation. In the case of ill health we may make such arrangements as we see fit and recover any resulting costs from the client.

## 14. Complaints

If you have any complaints about any part of your holiday arrangements you must report this to our local representatives and/or hotel manager at the soonest practicable opportunity, and subsequently in writing to us, using our formal complaint form, within 30 days of return. Failure to complain on the spot will result in extinction or at the very least reduction of any compensation to which you would otherwise be entitled.

