

## **Booking Conditions**

### **1. Preamble**

- 1.1 All the information provided on our website and in our printed material is given in good faith; we have nothing to gain by promising services we are unable to deliver.
- 1.2 For our part, we at Wildlife Photography Africa will use our best endeavours to provide you with an exceptional travel experience. In return we ask that you approach your travels with an open mind and an attitude of reasonableness. From time to time things may not work out as planned, but if we are honest with each other we should be able to resolve any issues that may arise. If you feel we have not lived up to our promises please tell us at the earliest opportunity; we need to know so that we can attempt to put things right.
- 1.3 The terms and conditions detailed here provide a set of rules for that agreement and determine how we deal with each other.

### **2. Your Contract with Wildlife Photography Africa Limited**

- 2.1 The contract is between Wildlife Photography Africa Limited (WPA), and you, the Client, being any person travelling or intending to join a trip operated by WPA. By making a booking with WPA you are agreeing to these terms and conditions both on your own behalf and on behalf of all other persons named on the booking.
- 2.2 A binding contract between us comes into existence when we despatch our confirmation to you. This will only be done upon our receipt of the required deposit from you.

### **3. Safari Style**

- 3.1 Wildlife Photography Africa (WPA) specialises in photographic safaris in Africa. Designed to give a closeness to nature, wildlife safaris by their very nature involve visiting remote and isolated areas. You must be aware of and accept the possible hazards of this style of travel; these include but are not limited to; unconventional methods of travel, proximity to wild animals, vulnerability to extreme weather conditions, limited medical facilities. Standards of health and safety comply with local regulations and may be very different from those we would expect at home.
- 3.2 The lodges, camps and operators used by WPA have been carefully selected as being suitable for inclusion in our programme however we make no claim to have inspected every room or every vehicle. Unexpected delays and cancellations can occur; WPA will endeavour to minimise the effect of such occurrences but is not to be held responsible for any resulting in loss of time or changes of plan.
- 3.3 Details of services and facilities available at camps and lodges are based upon information supplied to WPA by the operator. WPA shall not be held responsible if previously advertised services or facilities are withdrawn without notice.
- 3.4 Travel in Africa may result in unexpected occurrences such as schedule changes and delays, impassable roads, and lodge or camp unavailability because of drought, flooding and other unanticipated events. We reserve the right to modify, or re-route your itinerary if required by these unforeseeable circumstances.

### **4. How to Book**

- 4.1 Once WPA has confirmed that the place(s) you have requested is/are available you will receive a provisional confirmation and request for payment.
- 4.2 The provisional confirmation is valid for a period of 7 days and only becomes binding upon WPA when the due payment is received by WPA. Receipt of your deposit will be taken as confirmation that you have read and understood these booking conditions.
- 4.3 If you are booking 60 days or more before departure we will ask for a deposit equivalent to 20% of the price of the arrangements being booked. The balance of payment is due no later

than 60 days prior to the commencement of your travel with WPA. Depending on the requirements of individual lodges and camps, or due to high seasonal demand, some trips may require an earlier payment date.

4.4 WPA will endeavour to inform you at the earliest opportunity of any variation to the standard payment terms.

4.5 Bookings made within 60 days of the travel date cannot be confirmed until full payment is received.

## 5. **Tour Prices**

5.1 Prices are per person and are based on two persons sharing a twin or double room. Single travellers will be required to pay a single room supplement if it is not possible for them to share with a fellow traveller.

## 6. **Payment**

6.1 If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your holiday. In this case, we will be entitled to keep all deposits paid at that date. If we do not cancel immediately (for example where you have promised to make payment) then we reserve the right to cancel pursuant to this clause at any time, and interest on late payments will accrue from the date on which payment should have been made at 3% above the base rates of Barclays Bank plc

## 7. **Our Liability**

7.1 WPA promise that your trip will be arranged, performed or provided with reasonable skill and care. Furthermore, we will be responsible for what our employees, agents and suppliers do, or do not do, if they were at the time acting within the course of their employment or carrying out work we had asked them to do.

7.2 WPA will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other claim of any description whatsoever which results from:

7.2.1 any act and/or omission of the persons affected or any members of their party or

7.2.2 the act and/or omission of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable; or

7.2.3 'force majeure' as defined in clause 10 below.

7.3 The maximum amount WPA will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £2,000 per person affected. For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total.

7.4 The services and facilities included in your holiday 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 in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not in itself mean that the services or facilities in question have not been provided with reasonable skill and care.

7.5 This clause 7 is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

7.6 You must tell us and the supplier concerned about your claim or complaint. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all cooperation and assistance that may be reasonably required.

7.7 We do not accept liability for:-

7.7.1 any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you;

7.7.2 any business losses.

7.8 Nothing in these terms and conditions is intended to limit or exclude the liability of WPA for personal injury or death resulting from the negligence of WPA, its employees, agents or subcontractors, or is intended to limit or exclude the liability of WPA to an extent which is not permitted by law.

## 8. Your Responsibilities

8.1 It is your responsibility to advise WPA at the time of booking of any existing medical conditions that may impact on your ability to complete the travel arrangements or cope adequately with the demands of the itinerary. Failure to make such disclosures may be regarded as cancellation by you and cancellation conditions will apply as described below.

8.2 It is your responsibility to behave in an appropriate manner. WPA reserve the right to terminate without notice the trip arrangements of any customer whose behaviour is such that it does or is likely, in our reasonable opinion, or in the opinion of any other person in authority, to cause distress, damage, danger or annoyance to any third party, or to cause damage to property.

8.3 In the event of problems arise during a trip it is your responsibility to make WPA or its agents aware of the details of any such problems at the earliest possible opportunity in order that corrective action can be taken. WPA will not entertain complaints arising from problems encountered during the trip that were not brought to our attention and where no opportunity was given for us to take corrective measures.

## 9. Alterations By You

9.1 Once your booking has been confirmed by WPA, should you wish to change your arrangements we reserve the right to impose an amendment fee of £75.00 per booking.

9.2 For alterations within 90 days of departure Cancellation Charges may apply, as described in clause 10 below.

## 10. Alteration By Us

10.1 From time to time it may be necessary or advisable to alter the arrangements for your holiday. We reserve the right to make such alterations to any of the arrangements, as we consider necessary or advisable. Where such alterations are material we will inform you as soon as possible and give you the choice of accepting the revised arrangements or a full and prompt refund of all monies paid without interest payment. We may consider payment of a maximum of £75.00 per person compensation when such material alterations are necessary within 60 days of departure. No compensation will be paid at anytime under circumstances of force majeure (see clause 12).

## 11. Force Majeure

11.1 Except where otherwise expressly stated in these booking conditions, we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or delayed as a result of "force majeure". Force majeure means any event which we as the supplier of the service in question could not reasonably have foreseen or avoided and which was out of our control. Such event may include (be are not limited to) acts of god,

war or threat of war, civil strife, industrial dispute, epidemic or health risk, terrorist activity, accident, natural or nuclear disaster, fire, airline failure, closure of airports, government or other authority travel restrictions, adverse weather conditions or other events beyond the control of WPA or its suppliers.

## 12. **Cancellation By You**

12.1 Should you wish to cancel your booking with WPA, you must notify us as soon as possible. WPA understands that sometimes the unexpected occurs and cancellation may be unavoidable but most of the lodges and camps we use are small and require advance payment in order to secure reservations. If bookings are cancelled at short notice it is very hard for them to replace those bookings. Our cancellation charges are not a way for WPA to make money, they are a direct reflection of the charges that are made to us in the event of a booking being cancelled. If WPA are able to persuade a supplier not to impose a cancellation charge we will pass on any monies recovered to the Client.

12.2 If written notification of cancellation is received more than 60 days before departure only your deposit will be forfeited, together with the cost of any domestic flight(s), which are always non-refundable and non-changeable. For cancellations received less than 60 days before departure the following cancellation charges will be applied:

Between 59 to 31 days before departure - 50% of final invoice amount

Within 30 days of departure - 100% of final invoice amount

## 13. **Cancellation By Us**

13.1 In the unlikely event that WPA is obliged to cancel the booking WPA will return promptly all monies received from the Client unless cancellation is due to non payment of final invoice, in which case any monies already paid will be forfeit.

## 14. **Insurance**

14.1 It is a condition of booking that all persons joining a trip organised by WPA are in possession of adequate travel insurance. Such insurance should include, but not be limited to, cover for personal accident, medical expenses and emergency repatriation costs. You will be asked to provide WPA with your insurance policy number and the emergency contact number of your insurers. Failure to provide this information, or proof of adequate insurance, will result in you being refused participation in the travel arrangements and will be considered by WPA as cancellation by you.

## 15. **Financial Protection**

15.1 All monies paid by the Client to WPA are immediately deposited in a Client Trust Account. This account is regulated by a Deed of Trust.

15.2 Until such time as the contract between us has been fully performed (or monies have been repaid to you or forfeited by you) the monies are held in trust on your behalf.

15.3 These arrangements ensure that in the unlikely event of the failure of WPA you will either be able to complete your travels as booked or receive a full refund of any monies paid by you.

## 16. **Flights**

16.1 The services provided by WPA do not include international flights. Where domestic or regional flights are included in the travel arrangements these are booked by local suppliers as part of their services.

16.2 Flight times are provided by the airlines and may be subject to change due to such matters as air traffic control restrictions, weather conditions, baggage handling delays and technical problems. Flight timings cannot therefore be guaranteed.

- 16.3 WPA cannot accept responsibility for the loss or delay of baggage by airlines or airports. WPA is not responsible for costs incurred due to missed, cancelled or delayed flights, which will be borne by the Client. Any cancellation or consequential effect arising as a result will be the Client's responsibility, and it remains the Client's sole responsibility to arrive and depart at the start and end locations on the itinerary.
- 16.4 Where domestic or regional flights are included as part of your itinerary the flight prices include taxes and fuel surcharges as applicable at the time of compiling our programme. These taxes and surcharges may increase due to circumstances outside our control. Should such an increase occur before you have paid in full for your travel with WPA the increase will be passed on to you.
17. **Passports and Visas**
- 17.1 It is your responsibility to ensure that you are in possession of all necessary travel and health documents, including passports and visas, before departure. WPA cannot accept any liability if you are refused entry into any country due to failure on your part to carry correct documentation.
18. **General**
- 18.1 Wildlife Photography Africa Limited is registered in England and Wales. Our registration number is 03673610 and our status can be checked at any time with Companies House. Dealing with a UK based company gives you the peace of mind of knowing that if anything does go wrong you know where to find us.
- 18.2 These terms and conditions are subject to English law and to the exclusive jurisdiction of the English Courts.