

# EXTRAORDINARY AFRICA BOOKING FORM

LEAD NAME PASSENGER \_\_\_\_\_ ITINERARY VERSION: \_\_\_\_\_

ADDRESS (INCL POSTCODE) \_\_\_\_\_

HOME TELEPHONE \_\_\_\_\_ MOBILE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

	PASSENGER 1	PASSENGER 2	PASSENGER 3	PASSENGER 4
TITLE				
FIRST AND MIDDLE NAME (S)				
SURNAME				
DATE OF BIRTH (DD/MM/YYYY)				
PASSPORT NO				
ISSUED BY				
ISSUE DATE (DD/MM/YYYY)				
EXPIRY DATE (DD/MM/YYYY)				
NATIONALITY				
AIRLINE/FREQUENT FLYER NO				
DIETARY/ BED/ SEATING/ OTHER SPECIAL REQUESTS				

\*\* Please note that all names must be *exactly* as written in your passport.

IF YOU HAVE BOOKED YOUR OWN FLIGHTS, PLEASE ADVISE US OF THE DETAILS BELOW:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ALL TRAVELLERS SHOULD HAVE TRAVEL INSURANCE. PLEASE ADVISE US OF YOUR DETAILS

COMPANY: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_

WHO IS YOUR EMERGENCY CONTACT WHILE YOU ARE AWAY?

NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WHERE DID YOU HEAR ABOUT US? \_\_\_\_\_

PLEASE TICK IF YOU DO **NOT** WISH TO RECEIVE DETAILS OF SPECIAL OFFERS & NEWS

WE REQUIRE A DEPOSIT (USUALLY 20% OF THE COST OF THE TOUR) TO CONFIRM YOUR BOOKING. HOW WOULD YOU LIKE TO PAY?

BANK TRANSFER

CREDIT CARD

DEBIT CARD

I CONFIRM THAT I AM OVER 18 YEARS OF AGE. I HAVE READ THE TERMS AND CONDITIONS, AND ACCEPT THEM ON BEHALF OF ALL PERSONS NAMED ON THIS BOOKING FORM.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_

EXTRAORDINARY AFRICA BOOKING CONDITIONS 2021

# Booking Terms and Conditions

## INTRODUCTION

**Your contract is with Extraordinary Africa Limited a company registered in England and Wales (Co.No. 08343006) whose registered office is at Manor Farm, Guilsborough Road, Ravensthorpe, Northamptonshire NN6 8EW.**

**Our trading address for correspondence is 80 Marchmont Crescent, Edinburgh, EH9 1HD. Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions**

## A.BOOKING AND PAYMENT

### A.1 YOUR RESERVATION

**A.1.1** When you make a booking and pay your deposit or full payment (as applicable), we will reserve your travel arrangements on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only when we send our Confirmation Invoice and/or ATOL Certificate to you. Prior to doing so, we may send you an acknowledgement of your booking. Any such acknowledgement simply indicates that we are dealing with your booking request and is not a confirmation of it. If your proposed travel arrangements are not available then a Confirmation Invoice and/or ATOL Certificate will not be issued and your deposit will be returned (unless you accept alternative travel arrangements that we are able to provide).

**A.1.2** Please check your Confirmation Invoice and/or ATOL Certificate together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice and/or ATOL Certificate or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for flight tickets). Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

**A.1.3** Any contract is with the "Lead Name" as shown on the Booking Form. We can only accept a booking if the Lead Name is at least 18 years old on or before the date of departure.

**A.1.4** The Lead Name is responsible for ensuring that other members of his/her party are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.

**A.1.5** If you make a booking via a travel agent then, unless advised to the contrary, all communications will be made via such travel agent. When you buy a flight-based holiday, all monies you pay to the travel agent are held by the agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us or the relevant supplier shown on the ATOL Certificate for so long as we or the relevant supplier do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by such travel agent on our behalf at all times.

### A.2 OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

**A.2.1** We reserve the right to alter prices shown in any of our brochures or in any website and we will inform you of any price changes prior to the issue of our Confirmation Invoice and/or ATOL Certificate. Once our Confirmation Invoice and/or ATOL Certificate has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions and we particularly draw your attention to clause A.2.4 below in relation to surcharges

**A.2.2** When you make your booking you are usually required to pay a deposit of £500 or 20% of the total price whichever is the greater. However for certain of our packages an increased deposit may be required and we will advise you of the deposit requirements at the time of booking. If your travel is due to commence within 10 weeks of your booking then the total price shall be payable at the time of booking. In any event (but subject to clause A.2.3) the balance of the total price of your travel arrangements must be paid at least 10 weeks prior to travel commencing. Your booking will not be confirmed until we receive your deposit and if the balance is not paid by the due date then we shall cancel your booking and retain any deposit.

**A.2.3** Occasionally, after your booking has been accepted, we are required by our suppliers to make payments earlier than normal (eg to secure accommodation during peak periods). Whilst we will endeavour to avoid such advance charges, we reserve the right to ask you to make payments of the balance of the total price in advance of the 10 week period referred to in clause A.2.2 upon notice of not less than 14 days.

**A.2.4** Changes in transportation costs (including the cost of fuel) duties, taxes, fees or supplier costs mean that we reserve the right to alter the price of your travel arrangements even after the issue of our Confirmation Invoice and/or ATOL Certificate. No alteration shall be made to the price of your travel arrangements within 30 days of travel commencing. We will absorb and you will not be charged for any increase equivalent to

2% or less of the total price of your travel arrangements (excluding any amendment charges). You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the total price of your travel arrangements (excluding any amendment charges and having taken into account the 2% increase that we will absorb), you will have the option of either

**A.2.4.1** accepting a change to alternative travel arrangements if we are able to offer them. If any alternative travel arrangements that we offer are of 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

**A.2.4.2** cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges. If due to changes in costs etc as mentioned above, the price of your travel arrangements goes down by more than 2% of the total price of your travel arrangements (excluding any amendment charges), then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**A.2.5** Please note that from time to time airlines alter their baggage allowance policies and this may occur after we issue our Confirmation Invoice and/or the ATOL certificate. We have no control over any such changes and you will be responsible for any additional charges that the relevant airline may levy in respect of checked-in luggage that exceeds any limits in such altered baggage allowance policy.

## **B. CHANGES AND CANCELLATION BY US**

### **B.1 IF WE CHANGE YOUR TRAVEL ARRANGEMENTS BEFORE DEPARTURE**

**B.1.1** We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation Invoice and/or ATOL Certificate. We plan arrangements a long time in advance of travel commencing using independent suppliers such as airlines, hotels, tour operators etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, if we consider them a "Significant Change" we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, a change of UK departure airport, or a significant change of destination. In accordance with EU regulations we are required to advise you of the actual air carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on the relevant brochure pages and/or on our website and/or on your Confirmation Invoice and/or ATOL Certificate. Where your Confirmation Invoice or ATOL Certificate indicates that flight tickets have not yet been

assigned, we will notify you of the actual flights and carrier as soon as the flights have been assigned. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

**B.1.2** In the case of a Significant Change before your departure we will provide you with three alternatives:

**B.1.2.1** alternative travel arrangements of equivalent or of very closely similar standard and price, if available, or

**B.1.2.2** alternative travel arrangements of a lower standard together with a refund of the difference in price; or

**B.1.2.3** cancel your travel arrangements with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control where clauses E.1 and H.1 will apply.

### **B.2 IF WE CANCEL YOUR TRAVEL ARRANGEMENTS**

**B.2.1** In the unlikely event we need to cancel your travel arrangements we will tell you as soon as possible. However we will not cancel your travel arrangements less than 30 days before departure unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your travel arrangements we will provide you with three alternatives:

**B.2.1.1** alternative travel arrangements of equivalent or of very closely similar standard and price, if available, or

**B.2.1.2** alternative travel arrangements of a lower standard together with a refund of the difference in price; or

**B.2.1.3** cancel your travel arrangements with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control (in which case clauses E.1 and H.1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B.2.2 applies.

**B.2.2** We regret that some travel packages shown on our website or in our brochures can only be operated if a sufficient number of people book them. We will tell you if this is the case at the time of booking. If there is insufficient demand, we have the right to cancel the travel arrangements in question. If we have to do so, we promise we will tell you no later than 30 days prior to departure. In this situation, you will then have the choice of the options shown in clause B.2.1 together with the option, if possible, of the same package departing on a different date. Where we cancel for lack of numbers in accordance with this clause B.2.2, no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable.

**B.2.3** In circumstances for which clauses B.1.2 or B.2.1 or B.2.2 apply you are required to advise us within 7 days of being notified which proposal you wish to accept. If you have not

notified us within 7 days then we will write to you again to obtain confirmation of your choice of the options available. If you fail to respond within a further 7 days we will cancel your holiday and refund all payments made by or on behalf of you.

## **C CHANGES AND CANCELLATION BY YOU**

### **C.1 IF YOU CHANGE YOUR BOOKING**

**C.1.1** If you want to change your travel arrangements in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time. Please note that typically changes to scheduled flight tickets are very restrictive and may not be possible without having to cancel the original flight and rebooking..

**C.1.2** Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we reserve the right to apply an administration charge of £25 per person for each item you want to change together with any further costs we incur, for example with our suppliers, in making any change

**C.1.3** Any booking discount you may have received at the time your original booking was made may be altered or reduced whenever changes are made if such discount has since been altered, reduced or withdrawn.

**C.1.4** If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra.

**C.1.5** Any change to your departure date, airport, transport, destination, accommodation, or length of travel has to apply to all members of your booking.

### **C.2 IF YOU CANCEL YOUR BOOKING**

**C.2.1** If you wish to cancel all or part of your booking, you must write to us. If some or all of your party cancel their booking or we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table set out in clause D.1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell the package.

**C.2.2** If you are travelling on a scheduled service flight we cannot give you any refund until any air tickets issued are returned to us by you.

**C.2.3** If the reason for your cancellation falls within your insurance cover, you may be able to claim a refund of your cancellation charges from the insurance company less any applicable excess.

**C.2.4** If you or anyone included within your booking is unable to go for any reason or decides that he/she does not want to travel, you may be able to transfer the whole

booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:

**C.2.4.1** You must write to us with full details of who cannot or does not want to travel and who you would like to go instead. We must receive this information at least 7 days before departure.

**C.2.4.2** If the change can be made, you reserve the right to charge an amendment fee of £50 per person named on the booking together with any extra costs we incur or are asked to pay in order to make the change.

**C.2.4.3** Anyone who travels in place of anyone who was originally due to travel must agree to these Booking Conditions and any other requirements which apply to the booking before the change can be finalised. If the full cost of the travel arrangements should already have been paid when the change is requested but has not been, this must also be paid before the change can be finalised.

**C.2.4.4** Scheduled airlines often do not allow any name changes within a certain period prior to departure and generally not at all after flight tickets have been issued. If you want or need to make a name change when an airline will not allow it, you will have to cancel the original flight (which means you will lose all the money you have paid for that flight) and pay the full cost of another flight (which may not be the original flight or at the same cost as the original flight as the airline is entitled to offer the cancelled flight to anyone on a waiting list for it). This is the airline's decision and we have no control over it.

**C.2.5** The cost of your travel arrangements (provided that it includes a flight) may include an amount (currently £2.50 per person) which we may be required to pay to the Air Travel Trust Fund as part of the ATOL Protection Contribution ("the APC Sum"). If you cancel your travel arrangements the APC Sum is not refundable in any circumstances.

**C.2.6** If any person on the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements.

**C.2.7** If you do cancel, you must still pay any amendment charges which arose before the cancellation, and any deposits paid for any pre-booked items or services.

**C.2.8** You have the right to cancel your holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity which significantly affects the performance of the holiday or which significantly affects transport arrangements to the destination. In these circumstances we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to your destination.

## D CHARGES, COMPENSATION AND DELAYS

### D.1 CHANGES AND CANCELLATION CHARGES

The following table sets out the sums normally payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your travel arrangements as a result of:-

- (a) matters outside of our control when E1 and H.1 shall apply or
- (b) where your booking was accepted "subject to availability" or similar and the travel arrangements are not available

In addition they do not apply where compensation is available under the provisions of clause D.2

PLEASE NOTE that the table below may not apply in respect of certain packages booked through us. This can arise where the requirements of our suppliers mean that different rates or time limits will apply. In such circumstances we shall advise you of such different rates and time limits at the time of booking. In addition any charges payable by you may be less than as set out below where this would result in an unfair reflection of the expenses and losses that we may suffer. By way of example, if we are able to swiftly resell any package that has been cancelled, our expenses and losses may be less than is set out below by way of a cancellation charge. In such circumstances, any cancellation charge shall be reduced accordingly so as to fairly reflect our reasonable losses and expenses.

Period before departure in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Cancellation Charge if you cancel
70 days or more	£nil	Return of monies paid only	Deposit only
44 days or more but less than 70 days	£10 per person	Return of monies paid plus £10 per person	30% of total price or the Deposit whichever is the greater
29 days or more but less than 44 days	£20 per person	Return of monies paid plus £20 per person	60% of total price
8 days or more but less than 29 days	£30 per person	Return of monies paid plus £30 per person	90% of total price

7 days or less	£40 per person	Return of monies paid plus £40 per person	100% of total price
----------------	----------------	---	---------------------

NOTE "Total Price" means the total price payable by you for the travel arrangements excluding any fees payable for any changes made by you to your booking

### D.2 FLIGHT DOCUMENTATION, DENIED BOARDING REGULATIONS AND DELAYS

**D.2.1** All flight times in your documentation are shown in local time, and you should arrive at least 3 hours in advance of departure for your inbound and outbound international flights. You are also responsible for presenting yourself in good time for all pre-booked elements of your holiday. Please note that flight times may change at short notice, and we will advise you as soon as we are aware of this. It is your responsibility to ensure you locally reconfirm your flights with the operating carrier. We cannot accept responsibility if you miss a flight as a result of a late check-in or failure to reconfirm

**D.2.2** If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. 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. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Civil Aviation Authority and further details are available at [www.caa.co.uk](http://www.caa.co.uk).

**D.2.3** Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions.

## E. LIMITATION OF OUR LIABILITY TO YOU

**E1** 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 (and clause H.1 will apply) where any failure in the performance of the contract is due to:

E.1.1 you; or

E.1.2 a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or

E.1.3 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.

E.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) the maximum amount we will have to pay you is £150 per person affected as you are assumed to have taken out adequate travel insurance at the time of booking.

E.3 Should you or any member of your party suffer illness, personal injury or death 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, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

E.4 Our liability will also be limited in accordance with and/or in an identical manner to:

E.4.1 the contractual terms of the companies that provide the transportation or other services for your travel arrangements which are incorporated into and form part of your contract with us; and

E.4.2 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 which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in these or any other such conventions.

Copies of the relevant contractual terms for our suppliers or the relevant conventions are available from us upon request either by email at [info@extraordinary-africa.com](mailto:info@extraordinary-africa.com) or by writing to us at 2 Matts Lodge Cottages, Matts Lodge Farm, Grooms Lane, Creaton, NN6 8NN.

E.5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are away are not part of the travel arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible

**EXTRAORDINARY AFRICA BOOKING CONDITIONS 2021**

for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. This clause applies even where one of our representatives accompanies the relevant excursion or tour.

E.6 Our services are provided in remote locations by local suppliers where regulatory standards (whether in respect of health and safety or otherwise) are not as rigid as may be the case in the United Kingdom. If you have a claim or complaint in respect of any particular service, that service will be deemed to have been properly provided if it complied with the local laws and regulations applicable to such service at the time. This will be the case even if the services did not comply with the laws and regulations which would have applied had those services been provided in the relevant jurisdiction as determined in clause H.4. The exception to this is where the claim or complaint concerns the absence of safety features that might lead a reasonable holiday maker to refuse to take the holiday in question.

E.7 The provisions of clauses E.1 to E.6 inclusive are in addition to any other limitation of liability contained in these Booking Conditions

E.8 Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H.4

## **F YOUR RESPONSIBILITIES**

### **F.1 SPECIAL REQUESTS**

If you have a special request, we will do our best to help, but we cannot guarantee it except as set out below. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your travel arrangements, it must be specifically agreed with us before or at the time you book. We promise to comply with any special request which we have specifically agreed and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice and/or ATOL Certificate or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally.

### **F.2 YOUR DOCUMENTATION**

F.2.1 You must check the foreign office travel advice for the countries which you are visiting prior to making a booking. This can be found at [www.fco.gov.uk](http://www.fco.gov.uk). Whilst, when we send your Confirmation Invoice and/or ATOL Certificate, we will advise you of visa requirements for British citizens holding a full British passport, this may change and you must check up to date requirements before you travel. If you do not hold a full British passport it is your responsibility to check visa requirements with the relevant embassy or high commission. You should ensure your passport has at least six months remaining validity after your holiday is due to end. You are responsible for ensuring that you and all

other persons included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of travel commencing. In the event we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

**F.2.2** Many of the airlines that provide the flight element of the arrangements we sell impose fines and costs on us if any passengers who have booked with us do not have the necessary travel or other documents for the countries they are visiting or passing through, even where this occurs through no fault of ours. In this situation we have no choice but to pass on to you all fines, costs, surcharges, financial penalties and other sums of any description which are imposed on or incurred by us. You will be responsible for reimbursing us accordingly in full.

### **F.3 HEALTH PRECAUTIONS**

**F.3.1** We will provide you with information on mandatory health requirements for the country or countries you are visiting. However, you must take detailed medical advice from your GP or travel clinic. Please do so at least 8 weeks before travel as some vaccinations require more than one visit. You are responsible for ensuring all members of your party have all necessary documentation and health certificates prior to travel. We cannot accept liability if any member of your party are refused entry onto transport or into any country as a result of your failure to carry correct documentation or vaccination certificates.

**F.3.2** Many airlines impose restrictions on pregnant women being allowed to fly depending on how many weeks pregnant they may be at the relevant time and/or may require written confirmation from a doctor that they are fit to travel when checking in for flights. It is your responsibility to check with the relevant airline well in advance of outbound departure and you should also seek advice from your GP as to your fitness to travel. We can only accept your booking upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger by reason of pregnancy.

**F.3.3** You must provide us with full details of any existing medical problem or disability that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of booking. If in our reasonable opinion, your chosen travel arrangements are not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability at the time of booking, we can also cancel the booking when we find out the full details if in our reasonable opinion the travel arrangements are not suitable or you are not travelling with someone who can provide all assistance reasonably

required. If we cancel in this situation, cancellation charges as set out in clause D.1 must be paid by the person concerned.

### **F.4 INSURANCE**

**F.4.1** It is a condition of accepting your booking that you take out travel insurance at the time of, or prior to booking. Please note that you may require specialist insurance if you choose to undertake any dangerous sport activities.

**F.4.2** Please read insurance policy details carefully and take them away with you.

**F.4.3** It is your responsibility to ensure the insurance is suitable, and adequate for your needs, including covering the cost of cancellation of the holiday by you, delay, curtailment, missed departure, legal expenses, assistance or repatriation in the event of accident or illness, natural disasters, industrial action, loss of baggage and valuables, and personal liability. Please note that you may require specialist insurance if you choose to undertake any dangerous sport activities.

### **F.5 BEHAVIOUR**

**F.5.1** You must be responsible for the behaviour of yourself and your party having due regard for the customs and laws that relate to the countries that you are visiting. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your travel arrangements if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any airline pilot, accommodation supplier or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else or if you or any member of your party have caused or are likely to cause damage to property. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your travel arrangements due to such unacceptable behaviour. In this situation we will then have no further responsibility for you or any other member of your party (including any return travel arrangements). If your unacceptable behaviour means you are not allowed to board your outward flight we will treat your booking as cancelled from that moment and you will have to pay full cancellation charges (see clause D.1).

**F.5.2** With regard to any flights that form part of your travel arrangements the airline captain has authority over the aircraft and passengers at all times when they are boarding or on board. He/she may prevent you or any member of your party from travelling if you or such member are considered unfit to do so, or if you or such member pose a danger to the aircraft or passengers. In such circumstances we shall seek compensation from you for any losses caused by your behaviour or by the behaviour of any member of your party (e.g. the cost of diverting an aircraft). Disruption on board an aircraft is a criminal offence, and you may be prosecuted. If you are refused carriage because of your disruptive behaviour, or because you are under the influence of alcohol or drugs, your airline may pass on your details and the date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you or others in your party to book other airline tickets.

### **F.6 ACTIVITY WAIVERS**

In certain circumstances (in particular in safari camps or on treks) you may be asked to sign an indemnity waiver by the local supplier. If you would like full details of the waiver in advance of your holiday, please request this from us. We cannot be held responsible for any supplier who will not provide a service to you should you choose not to sign the relevant waiver form and refunds will not be applicable if you have not requested to see the waiver form before booking your holiday.

## **G. IF YOU HAVE A COMPLAINT**

**G1** If you have cause for complaint whilst travelling, you must bring it to the attention of any local representative or agent and the relevant supplier immediately. They will do their best to rectify the situation. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Service Department at 2 Matts Lodge Cottages, Matts Lodge Farm, Grooms Lane, Creaton, NN6 8NN or by email to [info@extraordinary-africa.com](mailto:info@extraordinary-africa.com) 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. 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 away and this may affect your rights under this contract.

**G.2** We are a member of the Travel Trust Association ('TTA'). We are obliged to maintain a high standard of service by TTA's Code of Conduct. We certainly hope that we can settle any complaints amicably. However, should this prove not to be the case you may refer any dispute relating to this contract to TTA who may act as an independent intermediary. If this does not resolve matters then TTA can assist in referring the matter to independently managed and administered arbitration. Further details are available at TTA's website at [www.traveltrust.co.uk](http://www.traveltrust.co.uk).

## **H. MISCELLANEOUS**

### **H.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your travel arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

### **H.2 YOUR FINANCIAL PROTECTION**

**H.2.1** Any travel arrangements we make involving flights are usually ATOL protected. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 12059).

**H.2.2** When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get

information on what this means for you and who to contact if things go wrong. 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 (or your credit card issuer where applicable).

**H.2.3** If neither we nor the suppliers identified on your ATOL Certificate nor our respective suppliers are able 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 or the relevant supplier, the travel agent (or your credit card issuer where applicable). 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

**H.2.4** As a member of TTA, if your travel arrangements do not include flights, TTA will financially protect your travel arrangements in the same way except that, if already abroad, you will be returned to the point where your contracted arrangements with us commenced.

Further information in respect of your financial protection through TTA is available at their website [www.traveltrust.co.uk](http://www.traveltrust.co.uk) or you can contact them at Albion House, 3<sup>rd</sup> Floor, High Street, Woking, Surrey GU21 6BD (tel 01483 545787)

### **H.3 DATA PROTECTION**

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements and insurance. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines. We may use your information for the purposes set out in our data protection registration with the Office of the Information Commissioner. We may disclose the same to companies who act as data processors on our behalf. Some information, for example relating to your religion or health, may be "sensitive



personal data" within the meaning of the General Data Protection Regulation 2016 and/or the Data Protection Act 2018. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness whilst travelling, we may need to make special arrangements for you and ensure that you do not return with the group immediately. From time to time we may contact you by post or email with information about special offers or travel packages. If you do not wish to receive such information, please notify us by writing to us at 2 Matts Lodge Cottages, Matts Lodge Farm, Grooms Lane, Creton, NN6 8NN or by emailing us at [info@extraordinary-africa.com](mailto:info@extraordinary-africa.com). For further information please see our Privacy Policy which is available to view on our website at [www.extraordinary-africa.com](http://www.extraordinary-africa.com). You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to us at 2 Matts Lodge Cottages, Matts Lodge Farm, Grooms Lane, Creton, NN6 8NN.

**H.4 JURISDICTION/GOVERNING LAW** We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking or travel must be dealt with under the Travel Trust Association's Arbitration Scheme or brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking.

**H.5 CONDITIONS OF CARRIAGE** When you travel by air, rail or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention the Berne Convention or Athens convention. You agree that the transport company's own Conditions of Carriage will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to your journey. These may limit or exclude liability, especially in respect of lost or delayed baggage.

#### **H.6 PACKAGE TRAVEL AND LINKED BOOKING REGULATIONS 2018**

Where you have purchased a "Package" as defined in the above regulations, the Package Travel and Linked Travel Arrangements Regulations 2018 ("Regulations") and the **EXTRAORDINARY AFRICA BOOKING CONDITIONS 2021**

provisions of this clause H.6 will apply. Where there is any conflict that may be to your detriment from the express provisions set out in the above Booking Terms and Conditions and the Regulations, the provisions of the Regulations shall take precedence

**H.6.1** Where it is impossible for you to return to your departure point on the return date of your Package due to "unavoidable and extraordinary circumstances" we shall provide you with the necessary accommodation for a period not exceeding 3 nights per person. Where possible, this accommodation shall be of comparable standard to the accommodation booked by you under the Package. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination. The limitation of costs for 3 nights accommodation referred to above does not apply to persons with reduced mobility as defined by Article 2 of Regulation (EC) 1107/2006 and does not apply to persons of reduced mobility travelling by air and any other person accompanying them, pregnant woman as well as persons in need of specific medical assistance, provided you have notified us of their needs at least 48 hours prior to departure.

**H.6.2.** If you or any member of your party suffers during the course of your holiday any difficulty as a result of any activity which does or does not form part of your contracted holiday arrangements, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from an insurance policy or if you recover any costs and expenses relating to the incident from a third party you must repay us for costs and expenses we have incurred in assisting you.

#### **H.6.3 YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

##### General

You will benefit from all EU rights applying to the packages. We will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

##### KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. We have taken out insolvency protection with the following entities:

For flight inclusive holidays: Civil Aviation Authority of 45-59 Kingsway, London WC2B 6TE, [www.caa.co.uk](http://www.caa.co.uk), telephone: 0330 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk)

For package holidays that do not include a flight: TTAFS Limited trading as The Travel Trust Association at 2 Crown Square, Woking, Surrey GU21 6HR, [www.traveltrust.co.uk](http://www.traveltrust.co.uk)  
 telephone: 01483 546780, email: [enquiries@traveltrust.co.uk](mailto:enquiries@traveltrust.co.uk)  
 THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018 can be found at: [www.legislation.gov.uk/ukxi/2018/634/contents/made](http://www.legislation.gov.uk/ukxi/2018/634/contents/made)