

SAFARI CLUB LTD T/AS INDIA WILDLIFE HOLIDAYS TERMS AND CONDITIONS OF BOOKING

1. How to Book

a) When you have decided which itinerary and quotation you would like to accept please notify your India Wildlife Holidays Consultant either by e mail or telephone or complete our on line booking form.

On being advised, your consultant will confirm availability for your dates and send out a final itinerary and invoice for your wildlife holiday. On receipt of your deposit, we will, subject to availability, reserve your place on your selected holiday and confirm that the booking is now firm and accepted by ourselves.

b) A deposit of 25% of the holiday cost is required to confirm your booking, or for departures within three months of booking 30%. Additionally if our quotation includes international flights the cost of these will be added to the deposit requirements. On receipt of payment you will be issued with an ATOL certificate.

c) Final payment is due to us not later than 8 weeks prior to departure. On receipt of your full payment, we will send vouchers, safari information, clothing lists, etc. Please ensure that you receive this information before you leave on your wildlife safari.

All monies paid by you for the air holiday package shown on your itinerary and ATOL confirmation invoice are ATOL protected by the Civil Aviation Authority. Our ATOL number is 9991.

2. Cancellation

Cancellations are only effective on receipt of written notification.

If cancellation is prior to 8 weeks before departure the deposit is forfeited. If the cancellation is made after the due date for full payment of the tour fare, charges will be levied.

The scale of charges, expressed as a percentage of the tour prices, is as follows:

- More than 8 weeks' notice - Deposit forfeited;
- Less than 8 weeks' notice - Deposit plus 25% of tour cost;
- Less than 4 weeks' notice - Deposit plus 50% of tour cost;
- Less than 3 weeks' notice - Deposit plus 60% of tour cost;
- Less than 2 weeks' notice - 100%.

Should a guest fail to join a safari or join it after departure or leave it prior to its completion, no refund can be made.

3. Change a Booking

After the booking has been confirmed, should the guest wish to change to an earlier departure date, he/she may do so subject to availability by paying a transfer fee of £25.

Normal cancellation fees may apply for postponing departure.

4. Baggage

The baggage allowance for internal flights in India is 15 kg per person which includes hand baggage, the authorities strictly enforce this rule. You will usually be required to pay for any excess baggage on checking in for an internal flight.

5. Wild Animals

We consider the safety of our guests to be paramount but please be aware that these holidays may take guests into close contact with wild animals. Attacks by wild animals are rare, but no safari holiday can absolutely guarantee that this will not occur. Neither the company, nor their employees, nor agents can be held responsible for any injury or incident on the safari. Please note that some camps are unfenced.

6. Passport & Visas

The onus is upon the guest to ensure that passports and visas are valid for the countries visited. The company, their staff and their agents cannot be held liable for any visas, etc. not held by the guests, nor the cost of visas.

Please ask our consultant for advice concerning visas when you book.

7. Health

Anti-malaria precautions should be commenced prior to departure. Please consult your doctor for the latest medical advice for the areas you are visiting.

If you are a contagious-disease carrier, you must let us know when booking your safari.

8. Not Included

Insurance to cover for cancellation and curtailment, medical, baggage and money, emergency evacuation back home; beverages in certain areas (See your itinerary); gratuities to guides, paddlers and to staff; any excursion not indicated in your safari; International return flights to India and any flights or transfers not mentioned in the final itinerary.

9. Responsibility

Neither India Wildlife Holidays (The Company) nor any person or agent acting for, through or on behalf of the company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and, without restricting the generality of the foregoing, shall specifically not be responsible for loss or damage arising from any errors or omissions contained in its

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website, brochure or other literature, loss or damage caused by delays, sickness, theft, injury or death.

In addition the Company shall have the right at any time at its discretion to cancel any wildlife safari or the remainder thereof or make any alteration in route, accommodation, price or other details. In the event of any safari being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of the passenger.

The Company may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal or incompatible behaviour of the guest, who shall in such circumstances not be entitled to any refund.

The person making any booking will, by the making of such booking, warrant that he or she has authority to enter into a contract on behalf of the other person/s included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

10. Photography

The Company reserves the right without further notice to make use of any photograph or film taken on the holiday by our photographers without payment or permission. We guarantee that no photographs of a compromising nature will be used.

11. Schedule Changes

Although every effort is made to adhere to schedules it should be borne in mind that the Company reserves the right and in fact is obliged to occasionally change routes and camps on our tours as dictated by changing conditions. Such conditions may be brought about by seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another, or airline or other booking problems, etc.

12. Refunds

Whilst the Company endeavours to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever against the Company for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative is not found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.

13. Insurance

It is a condition of booking that the sole responsibility lies with the guests to ensure that they carry adequate comprehensive travel and medical insurance

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to cover themselves, as well as any dependants/travelling companions for the duration of their trip to India. This insurance should include cover in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage/theft/loss of personal baggage, money and goods.

India Wildlife Holidays, including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the guest, or guest's dependants or travelling companions, with regards to, but not limited to, any of the abovementioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position where they are unable to access such services should they not be carrying the relevant insurance cover.

India Wildlife Holidays are able to offer suitable insurance should the client wish us to do so. Guests are requested to supply a copy of their insurance policy for our records within seven days of the booking being confirmed

14. Airline Clause

The airlines concerned are not to be held liable for any act, omission or event during the time the passengers are not on board their planes or conveyance. The passengers' tickets in use by the airline or by other carriers concerned when issued, shall constitute the sole contract between the airlines and the purchaser of these tickets and/or passengers.

15. Prices

We do our utmost to keep to the prices quoted. Should increases outside our control be forced on us by airlines, exchange rates, government levies, changes to park, conservation and concession fees etc., we reserve the right to surcharge without notice, up to a maximum of 10% of the tour fare.

16. Delays

We cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

17. Jurisdiction

This agreement is made subject to and shall be governed by and construed according to the laws of the country in which the holiday takes place. India Wildlife Holidays or its agents act merely as an agent for the operating companies.

18. Consent

The payment of the deposit or any other partial payment for a reservation on a holiday constitutes consent by all guests covered by that payment to all provisions of the conditions and general information contained in this document. The terms under which the guest agrees to these holidays cannot be changed or amended except in writing signed by an authorised official of the Company.

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19. Age

Age Limits in Camps and Lodges vary from camp to camp and safari to safari: It is incumbent on the clients to advise if any member of their group is under 12 years of age or over 75 years of age as special conditions may apply dependent on the rules applicable to any individual trip.

20. Fitness

The client acknowledges that a safari holiday may sometimes be demanding and it is his/her responsibility to ensure that he/ she is sufficiently fit and able to embark on the tour.

21. Authority of the Safari Leader

The client will accept the authority and decisions of the tour leader or camp manager appointed by the company or its representatives. The clients may be required to sign a Conditions and Waiver Form by the Company or its representatives prior to embarking on the safari or an activity.

22. Foreign Office Travel Advice

Whilst India Wildlife Holidays will make endeavour to bring to the attention of clients any security issues affecting areas where clients are due to travel, we strongly guests advise to check the Foreign Office website for the latest travel advice affecting the countries you are visiting. India Wildlife Holidays will not accept any responsibility should clients decide to travel when the Foreign office is advising against "all but essential travel" to a destination.

23. Air Tour Organisers License

Many of the flight-inclusive holidays on our website are financially protected by the ATOL scheme. But ATOL protection may not apply to all holiday and travel services listed on our website. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

24. Your Financial Protection

When you buy an ATOL protected 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).

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, 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.

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