



## Booking Conditions

These Booking Conditions apply to any accommodation booking that you make with us, and form the basis of your contract with us, so you should read them carefully: they are there to protect the interests of both parties. This contract shall be governed in all respects by English law and shall be subject to the exclusive jurisdiction of the English Courts. No such contract shall exist between you and us until you receive our confirmation invoice. It is then your responsibility to check this confirmation invoice carefully and to let us know immediately in the event of any error.

## Our Liability

Every effort has been made to ensure the accuracy of the information given in print or displayed on our website. However there may be occasions when the details or descriptions change, or when a typographical error occurs. If you are in any doubt as to the accuracy of any information given then do please check with us. Our liability is limited to the provision of the travel product as booked, acting as agents for the supplier, and we have no liability to you for any death, personal injury, loss or damage of any kind, unless caused by our negligence. You must ensure that you carry adequate insurance cover against such occurrences (see below).

All holidays advertised are subject to availability, and we will use our best endeavours to ensure that you receive the services that make up the holiday that you choose, and which we confirm. We have taken all reasonable care to make sure that the service providers with whom we work are efficient and reputable, and follow the local and national laws and regulations of the countries where they are provided.

## Pricing Policy

We reserve the right to change the prices advertised on our website at any time prior to the conclusion of a contract between us. Following this we guarantee that no price changes will be made other than as a result of events beyond our control. However once we have accepted final payment for your holiday in full, the cost of your holiday cannot be increased.

Events beyond our control may include currency fluctuations and changes to airline fares, fees (including park fees), and local taxes (e.g. airport departure taxes). Airfares booked directly by you are subject to the terms and conditions imposed by the airline, and are not our responsibility.

## Payment Terms

A deposit of 25% of the total holiday cost is required at the time of booking, and the balance of payment must be made at least 70 days before departure. Bookings made within 70 days of departure must be paid in full when booking. If payment is not received by the due date, we have the right to cancel the booking, retain all deposits made and levy cancellation charges. Once your booking has been confirmed, any changes that you wish to make will be subject to an amendment charge of £25 per person. We do not guarantee that it will be possible to make such changes. In particular airlines normally regard name or other changes as a cancellation and rebooking, and these may incur a 100% cancellation charge.

## Travel Insurance

It is a condition of your booking with us that you have adequate travel insurance in place for each member of your party, covering both cancellation charges and medical emergency and repatriation costs, subject to the conditions imposed by such a policy (please note that, although some credit cards may notionally include free travel insurance, this may not extend to cancellation or curtailment). In accepting these Booking Conditions you will be assumed to have put appropriate insurance in place, and are required to supply details of same.

## Cancellation

Should you need to cancel your booking for any reason then you must inform us in writing by recorded delivery as soon as possible. If you cancel your booking more than 10 weeks from departure you will forfeit your deposit in full. Cancellations received within the final 10 weeks before departure will incur whichever is the greater of: (i) any cancellation costs charged to or incurred by us from third parties (i.e. airlines, hotels, safari companies, etc), or (ii) if cancelled 70-35 days before departure – 40% of the total price due; if cancelled less than 35 days before departure – 80% of the total price due. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurers (less any excess).

## Client's Responsibility

All travel documents issued to you by us, visas, vaccinations, international air bookings and anti-malarial treatments are the client's own responsibility. The client must also check that they hold a valid 10 year passport prior to departure, with six month's validity still remaining at their return date.

## Changes to your Booking

In the unlikely event that we need to make changes to your holiday as booked, which we reserve the right to do at any time, we will inform you immediately. You will be offered alternative accommodation that is of similar or better standard. You will then have the choice of either accepting these changed arrangements, or of accepting a full refund of all monies paid to date. In no circumstances can we be held liable for any consequential loss or incidental expenditure incurred as a result of these changes.

## Force Majeure

We are not able to accept responsibility or pay any compensation in instances where the performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid, such as war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, governmental action, industrial disputes, acts of God and all similar events beyond our control.

## Complaints

We do our utmost to ensure that all of your travel and holiday arrangements go to plan, and that you have an enjoyable and trouble-free holiday. However even the best laid plans can go wrong. In order that any problems that may arise during the course of your holiday may be resolved speedily, these must be referred immediately and on site to your local host or the relevant supplier (hotelier, airline, etc) concerned. Hopefully this procedure will enable a swift resolution to the problem, with minimum inconvenience to your holiday plans. If you are still not satisfied then please let us have the details applicable in writing within 28 days of your return home. We cannot accept any responsibility for complaints made after you return home, if this procedure is not followed.

## Data Protection Act

It may be necessary for us to ask you to provide certain personal information, such as dietary requirements or medical information. This information will be kept confidential by the Company, and is available for you to inspect during normal working hours. It may also be passed to our suppliers if it is necessary for them to possess this information in order to fulfil our contract to you.



## Address:

AfricaAway | The Away Company Ltd  
496 Bristol Road, Selly Oak,  
Birmingham B29 6BD

**Website:** [www.AfricaAway.com](http://www.AfricaAway.com)

**Telephone:** 0121 472 1541

**Fax:** 0121 472 3705