## African Safari Club

# **Online Booking Terms & Conditions**

#### AFRICAN SAFARI CLUB LTD (ASC)

The following Booking Conditions together with any other information found on this website, applicable to your holiday, will form the basis of your contract with AFRICAN SAFARI CLUB LTD (ASC) Company No 2128477. Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions, 'you' and 'your' means all persons named on the booking (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' means African Safari Club Ltd. These conditions apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. References in these Booking Conditions to "arrangements" mean such holiday arrangements. This website means "www.africansafariclub.com".

## 1. Booking your holiday

By making a booking, the first named person on the booking (the party leader) agrees on behalf of all persons detailed on the booking that he/she has read these terms and conditions and has the authority to and does agree to be bound by them. He/she must be authorised to make the booking, on the basis of these Booking Conditions, by all persons named on the booking, and their parent or guardian for all party members who are under 18 when the booking is made. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Once the appropriate payment has been received (as detailed in clause 2 below), we will confirm your holiday by issuing a confirmation email and later, a confirmation invoice. This invoice will be sent to the party leader.

Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation, or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for flight/travel documents). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

#### 2. Payment

In order to confirm your chosen holiday, a deposit of 10% of the total holiday cost or £100 per person, whichever is the greater (or full payment if booking within 8 weeks of departure) must be paid at the time of booking.

The balance of the holiday cost must be received by us not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled. In line with most major operators, we make a charge of 2% on all payments made by credit card as this charge is levied on us by the credit card companies. There will be no charge for payments made by debit card.

#### 3. Your contract

African Safari Club reserves the right to withdraw from any contract in the case of obvious errors or inaccuracies regarding the products appearing on this website. If an error or inaccuracy is discovered with regards to the advertised price before a confirmation invoice is dispatched by post or email, we will contact you as soon as possible. A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (see clause 10) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable.

## 4. Changes by you

If, after your booking has been confirmed, you wish to transfer to a different holiday, change the departure date, or alter any detail of your holiday, we shall do our utmost to satisfy your requirements although we cannot guarantee that such requests will be met. If we are able to do so an amendment fee of £30 per person per amendment, together with all costs incurred by us or incurred or imposed by any of our suppliers as a result of the change, will be payable by you. Changes or alterations within 8 weeks of departure will be treated as a cancellation and a cancellation charge will apply as set out below.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 5. Transfer of booking

If you are genuinely prevented from taking the holiday, you may transfer your booking to another suitable person (introduced by you). Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result, together with an amendment fee of £30 per person per amendment, must be paid before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after flight/travel documents have been issued for any reason, these charges are likely to be at least the full cost of the flight. Note: Certain arrangements may not be transferred after they have been confirmed and any transfer could incur a cancellation charge of up to 100% of that part of the arrangements.

#### 6. If you cancel your holiday

Should you or any member of your party wish to cancel your booking, or part of it once it has been confirmed, you must inform us or your Travel Agent in writing as soon as possible. The instructions to cancel must be signed by party leader. The effective date of cancellation will be the date that we receive your written instructions to cancel. As we incur costs from the date we confirm your booking, cancellation charges calculated on the scale set out below will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding credit card charges and amendment charges. Credit card charges and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written cancellation is received:	Cancellation charge per person:
More than 55 days	Deposit paid
55 - 29 days	50%
28 - 8 days	75%
7 days to departure or later	100%

Note: If the reason for cancellation is covered under the terms of any insurance policy you have purchased, you may be able to reclaim these charges (less any applicable excess). Claims must be made direct to the insurance company concerned.

For flight inclusive bookings, in addition to the charges set out above, you must pay the charges levied by the airline concerned and, because most airlines do not make refunds for cancelled tickets after tickets have been issued, these charges are likely to be at least the full cost of the flight.

#### 7. If we change or cancel your holiday

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in the brochure/website and other details both before and after bookings have been confirmed, and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of 'force majeure' as defined in clause 8 below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a 'significant change'. 'Significant changes' include the following changes when made before departure; a change of accommodation to that of a lower classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you (except between Gatwick, Stansted, Luton, London City or Heathrow airports).

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available or
- (c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Note: the above options are not available where any change made is deemed by us to be a minor one. If we have to make a significant change or cancel 8 weeks or less before departure, we will pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be

payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time).

Period before departure within which a major change or cancellation is notified to us:	Compensation per full fare paying passenger:
More than 55 days	Nil
55 – 42 days	£10.00
41 – 28 days	£20.00
27 – 15 days	£25.00
14 days or less	£35.00

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. No compensation is payable for minor changes or where we make a significant change or cancel more than 8 weeks before departure.

Very rarely, we may be forced by 'force majeure' (see clause 8) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## 8. Force majeure

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war, threat of war, riots, civil strife, actual or threatened terrorist activity, epidemic or health risk, industrial dispute, natural/nuclear disasters, fire, technical problems to transport, airport or port closure, adverse weather conditions and all similar events beyond our control.

## 9. Our responsibility for your holiday

(1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised, or prove deficient as a

result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements.

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. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

- (2) We 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: -
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 8 above.
- (3) We limit the maximum amount we may have to pay you for any claims you may make against us. The maximum amount we 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 £1,500 per person affected unless a lower limitation applies to your claim under this clause or clause 9(4) below.

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 twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 9(4) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis, is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Convention for the Unification of certain Rules for International Carriage by Air done at Montreal on May 28 1999, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request. In

any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

- (5) We will not accept responsibility for services or facilities which do not form part of our agreement with you or where they are not advertised in our brochure or on our website. For example any excursion or safari you book whilst on holiday, or any service or facility which your hotel/boat or any other supplier agrees to provide for you.
- (6) 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) This clause 9 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.
- (8) You must tell us and the supplier concerned about your claim or complaint as set out in clause 10 below. 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.
- (9) We do not accept liability for (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; (2) any business losses.

## 10. If you have a complaint

If you have a complaint during your holiday it is strongly suggested that you communicate any problem to the Tourist Officer at the hotel or Pursers/Managers office aboard any vessel without delay. Until we know about a problem or complaint, we cannot begin to resolve it. If your complaint cannot be resolved locally, please follow this up within 28 days of your return home by writing to our Customer Relations Department. We regret we cannot consider any claims which are not reported in accordance with this procedure.

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, as we are a member of ABTA, membership number V4000, we can therefore offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information can be found at www.abta.com

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com

## 11. Special requests

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us in writing. See also our 'Kenya Travel Guide' and 'Egypt Travel Guide' sections on this website.

## 12. Medical problems

The destinations, accommodation and modes of transport we offer in this brochure are not always suitable for people with certain conditions and disabilities. However, prior to confirming your booking

we will take steps to find out the physical needs of the individuals concerned and check that the holiday they are interested in booking is suitable for them. If, in the light of the information you provide to us, we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking.

**IMPORTANT**: If you need to disclose relevant disabilities and medical conditions please telephone us immediately on 0845 345 0014 (international +44 20 8466 0014) before continuing with this booking.

If you do subsequently advise us, or we become aware of any issue which may affect the suitability of your chosen holiday, then we may cancel it. Please note that this does not replace the need to disclose any medical conditions to your travel insurers. We will not chase you for any of the information referred to above and therefore we cannot be held responsible for your failure to notify us, and your travel insurers, of any relevant conditions prior to travel. A doctor's note may sometimes be required to confirm your fitness to travel.

#### 13. Cruise and safari itineraries

Although we try our best to keep to published itineraries, we reserve the right to vary them as may be necessary from time to time. The date of departure of safaris cannot be guaranteed and the route, game viewing drives and lodges are subject to change. Safaris can only operate subject to a minimum number of participants. If we are unable to operate the safari you have booked, we will offer you an alternative safari, or a full refund of the safari element of your holiday (see also clause 7).

## 14. Our price promise

The holiday prices in this brochure/website are based on known costs and exchange rates as published in the Financial Times on 29/09/08 (£1 = US\$ 1.80, Euro 1.26, Kenyan Shilling 104.52, Egyptian £ 9.84).

We reserve the right to increase or decrease the prices of unsold holidays at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. The price of your chosen holiday will be confirmed at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances.

Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result in a change in the exchange rates used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding credit card charges and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding credit card charges and any amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in clause 7 above.

You have 14 days from the issue date printed on the revised invoice showing the surcharge to tell us if you want to choose option (b) or (c) as set out in clause 7 above. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of departure.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

#### 15. Flights

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice.

However, the actual flight times will be those shown on your travel documents which will be dispatched to you approximately two weeks before departure. You must accordingly check your travel documents very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after travel documents have been despatched - we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

Please note the existence of a "Community list" (available for inspection at:

http://ec.europa.eu/transport/air-ban/) detailing air carriers that are subject to an operating ban within the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out in clause 7 above. If the airline

does not comply with these rules you should complain to the Air Transport Users Council on 020 7240 6061 or refer to www.auc.org.uk

This brochure and website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

#### 16. Website details

We make every effort to ensure that our website is as accurate as it possibly can be at the time of printing; however, it is compiled many months before our holiday programmes begin. It is therefore possible that advertised facilities may be withdrawn or changed for reasons beyond our control. At certain times of the year, some facilities may be withdrawn and maintenance work may mean that an hotel limits services, such as air-conditioning, water supply, etc. Time permitting, we will notify you of any known changes or building work that would seriously impair your holiday enjoyment. The operation of excursions is dependent on there being a sufficient number of participants. Travel information is provisional and approximate only. Confirmed details will be shown on your travel documents.

#### 17. Prices and website accuracy

Please note, the information and prices shown on this website may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) at the time of booking.

#### 18. Delay

In the unlikely event of an aircraft or boat being delayed for more than 3 hours (in liaision with suppliers of services), African Safari Club will endeavour to ensure you are kept as comfortable as is reasonably possible. Wherever it is practical to do so, and dependent on individual airline/boat policy, and the circumstances of the delay, refreshments, meals and accommodation appropriate to the length of the delay and the time of day may be provided, subject to the facilities and services available. African

Safari Club's intention will always be to minimize any inconvenience to our customers. We cannot accept liability for any delay which is due to any of the reasons set out in clause 9(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

#### 19. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

#### 20. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable

International Conventions (see clause 9(4)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

#### 21. Insurance

We consider adequate travel insurance to be essential. Details of the policy we offer are shown in our brochure. If you decide not to purchase this insurance, you must give details of your alternative policy (insurer and policy number).

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies. Subject to clause 9 of these Booking Conditions, we can not accept liability or meet any claims in respect of any excess you may have to pay in respect of any claim made on your travel insurance policy.

#### 22. Financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure/website and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 2313. In respect of all arrangements including flights you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount

of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. We are also a member of the Association of British Travel Agents (ABTA number V4000). If your holiday does not include flights, ABTA will financially protect your holiday in the same way.

#### 23. Behaviour

If we, or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

#### 24. Excursions

We may provide you with information (in our brochure, on our website and/or when you are away) about activities and excursions which are available to purchase through other suppliers in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these Booking Conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

## 25. Passports, visas and health requirements

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements we offer are shown in our applicable brochure/website. Non-British passport holders must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which they are intending to travel.

Requirements may change and you must check the up to date position in good time before departure. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Date of publication: April 2009.