

Acacia Africa - Booking Terms and Conditions

The contract specified in 1 (b) below ("The Contract") for any of the holidays described in this brochure is between all persons named on the Booking Form ("You") and Acacia Adventure Holidays Limited ("the Company") and "we" and "our" and "us"), and is made subject to the conditions below. By booking a holiday with us you agree to be bound by these Terms and Conditions which govern the relationship, cancellation policy, and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for resolution of any and all disputes.

1. Booking Your Holiday

- (a) To secure your booking You should complete and sign the Acacia Adventure Holidays Booking Form and send the original of this to the Company or complete the applicable online booking procedure on the Company's website or with one of our appointed agents, with a non-refundable deposit of **GBP150 / EUR 200 / AUD250 / NZD300 / USD300 / CAD300 / ZAR2000 per person** (or other amount notified in writing by the Company) and for holidays visiting the gorillas and chimpanzees, the non-refundable payment of the appropriate trekking permits. If you are booking within eight weeks of departure, full payment is required.
- (b) Your booking is accepted by the Company and becomes effective only from the date when the Company has confirmed acceptance to You or your travel agent in writing and issued a Confirmation Invoice. On that date the Contract for the holiday will come into effect. If for any reason the Company does not accept your booking your deposit will be returned.
- (c) If you arrange your holiday directly with the Company, all correspondence and other communications will be sent to the address specified by You on your Booking Form, which will be that of the first person named, unless indicated otherwise by You.
- (d) If your booking is made through a travel agent, all communication from the Company will be with the agent. All monies you pay to the travel agent are held by it on your behalf until we issue our Confirmation Invoice. After this, the travel agent holds the monies on the Company's behalf.
- (e) For the avoidance of doubt, all online bookings shall be deemed as booked in England and subject to these Terms and Conditions.

2. Your Financial Protection

The Company is a member of ABTA (W4093) and is bonded to provide for your financial protection in the event of the Company's insolvency. For more information about financial protection and ABTA see www.abta.com

3. Amendments and Cancellation

- (a) Amendments by You The Company will make every effort to assist You if you wish to alter your arrangements but reserves the right to impose an amending charge of **GBP50 / EUR100 / AUD100 / NZD100 / USD100 / CAD100 / ZAR600 per booking** in the event of your wishing to change a booking previously confirmed by the Company up to 56 days before departure, together with communication charges and other expenses incurred by the company. These charges will be payable whether or not the Company is successful in confirming the amended reservation. Amendments made by You within 56 days of departure will be treated as cancellations and re-bookings. The normal cancellation charges detailed below will then apply. All amendments should be reconfirmed in writing, signed by the signatory of the original Booking Form.
- (b) Transfer of Bookings You may change your booking up to 30 days before departure by transferring it to another person if you are unavoidably prevented from travelling and the transferee meets any and all the conditions which apply to the travel arrangements booked. The right to transfer is subject to a payment of an administration fee of **GBP50 / EUR100 / AUD100 / NZD100 / USD100 / CAD100 / ZAR600 per person** (plus appropriate holiday insurance premium, if applicable) together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the arrangements.
- (c) Cancellation by You If You wish to cancel your booking You must inform the Company in writing (signed by the person who signed the original Booking Form) sending such written notification to First Floor, 135 Notting Hill Gate, London, W11 3LB. Cancellation will be effective on the day it is received by the Company. The following charges, in addition to your deposit and where applicable the gorilla and chimpanzee permit monies, will be payable by You, depending upon the number of days prior to departure date when the Company receives notice of cancellation.

Date when Written Advice of Cancellation Received	Percentage of Holiday Fee Payable
56 days or more prior to departure	Deposit
42 to 55 days prior to departure	35% Tour Price forfeit
28 to 41 days prior to departure	50% Tour Price forfeit
14 to 27 days prior to departure	75% Tour Price forfeit
Less than 14 days prior to departure	100% Tour Price forfeit

- (d) Roll-on Deposits: If You cancel your booking 56 days or more prior to departure and that cancellation is not a result of non-payment or other breach of these Terms, the monies You have paid as Deposit for the booking will be held as a 'Roll-on Deposit' by Us for up to three years after the date of your booking to which the Deposit relates, subject to our Terms and Conditions of Booking. Roll-on Deposits may be applied towards payment of a Deposit on any other Tour offered by Us, subject to seat availability and to these Terms and Conditions.
- If at the expiry of three years after the date of your first booking to which the Deposit relates You have not applied the Roll-on Deposit to another Tour offered by Us the monies held by Us as the Roll-on Deposit shall be forfeited and treated as cancellation fees.
- For the avoidance of doubt, only the Deposit amount shall form part of the Roll-on Deposit. The Roll-on Deposit has no cash value. The same Roll-on Deposit may be applied once only. Only one Roll-on Deposit may be applied per person per product booked.
- (e) The Company acts as an agent when booking pre or post tour hotel accommodation and airport transfers. Cancellation of booked accommodation or transfers will be subject to a fee equal to one night's accommodation provided you give at least 14 days' notice of cancellation. Cancellation within 14 days will be subject to a fee equal to 100% of the price You have paid for the transfers and accommodation.
- (f) Amendments or Cancellation by the Company.
- (i) If You do not pay the balance of the holiday price by eight weeks (56 days) before departure date, the Company reserves the right to treat the booking as cancelled, and to levy cancellation charges.
- (ii) Every effort will be made to operate all holidays as advertised. However, we do plan the arrangements many months in advance and occasionally we may have to make changes and we reserve the right to do so at any time. In very rare circumstances, such as insufficient numbers on safari holiday departures, Company may have to cancel the whole or part of your holiday at any time up to four weeks prior to departure. In the event of any cancellation, the Company will use its best endeavours to offer alternative arrangements of a comparable standard or to make a full and prompt refund for all monies paid by You.
- (iii) The Company will not normally cancel any holiday within four weeks of departure, except in circumstances outside the Company's control in the event of war or threat of war, riot, civil strife, industrial dispute, terrorist activities (threatened or actual), natural and nuclear disaster, fire or adverse weather conditions, or other circumstances amounting to force majeure. The Company will then use its best endeavours to offer you an alternative holiday of comparable standard or make full and prompt refund of all monies paid to it by you.
- (iv) In the rare event of cancellation becoming necessary within four weeks of departure date for reasons other than the force majeure circumstances described in the preceding paragraph, then the Company will offer, whenever possible, comparable arrangements or a full refund of all monies

received by the Company from you. In addition, if the Company cancels a holiday less than 15 days before departure, compensation of 10% of the holiday price (excluding insurance premiums, amendment charges and air fares) will be paid to You.

- (v) The Company reserves the right to alter routes, schedules, itineraries, amenities and mode of transport, without prior notice, during the period of the holiday, due to circumstances or events which affect the stated intentions of the holiday. These influences may include, but are not limited to, sickness, mechanical breakdown, events emanating from political disputes, acts of terrorism (threatened or actual), entry of border difficulties, adverse weather conditions, earthquakes, and other unpredictable or unforeseeable circumstances.
- (vi) The Company designates selected tour departures as 'Guaranteed' at its discretion. This guarantee is subject to (i), (ii), (iv) and (v) above and the Company reserves the right to remove the Guaranteed designation at any time.

4. Acacia Adventure Holidays Price Policy

- (a) All Prices in this brochure are based by reference to currency rates set out on www.x-rates.com on 02 December 2020. The Company reserves the right to increase the tour price not less than 30 days before departure, to take account of: government action, currency exchange rate fluctuations, increase in fuel costs or ground transportation charges, although it will absorb an amount equal to 2% of the price of your travel arrangements as arranged by the Company. The Company reserves the right to change any of the services, prices, or other particulars contained in this brochure at any time before we enter into a contract with you. If there is any change the Company will notify you before you enter into such contract.
- (b) After the Company has issued your initial Confirmation Invoice (after receipt of your signed Booking Form or online indication that you agree these Terms), should there be a need for any subsequent surcharges, these will be shown on a Supplementary Invoice, sent to You (or your travel agent) no later than nine weeks (63 days) prior to your departure date.
- (c) Payment of all invoices is due to reach the Company not later than eight weeks (56 days) prior to departure date. Provided that the Company receives settlement in full by the due date, it undertakes to absorb any price increases that may arise after that date, except for airfare and Local Payment/ Adventure Pass/ Safari Pass (whichever is applicable) increases.
- (d) The financial commitments the Company undertakes in order to offer this guarantee mean that it may not be able to make reductions in holiday prices should exchange rates vary from those quoted in clause 4a.
- (e) If your holiday is booked within the eight-week period mentioned here, then your Confirmation Invoice will have detailed the final surcharges (if any) that are due.
- (f) Should any final surcharges exceed 10% of the total price of your holiday as invoiced at the time when your booking was first made, You are entitled to cancel your booking within 14 days of the date of issue of our Supplementary Invoice and obtain a full refund of all payments made to the Company, except for holiday insurance and any amendment charge previously incurred. Cancellation advice is deemed to become effective on the date on which the Company receives this. Cancellations should always be notified in writing (Recorded Delivery is advisable), and sent to us at First Floor, 135 Notting Hill Gate, London, W11 3LB.
- (g) The Local Payment/ Adventure Pass/ Safari Pass (whichever is applicable) is a payment additional to the Tour Price and is intended to cover the cost of items listed under the appropriate heading on the relevant brochure or website page for each tour.
- (h) The cash amount given for the Local Payment/ Adventure Pass/ Safari Pass (whichever is applicable) is the amount due when You pay in U.S. Dollars cash at the pre-departure meeting in Africa prior to the departure of the holiday or as otherwise directed by the Company. If you wish to pre-pay the Local Payment/ Adventure Pass/ Safari Pass (whichever is applicable), a supplement will be included in the amount payable.
- (i) There is an additional mandatory payment on the applicable tours for the trekking permits for the gorillas and chimpanzees.

5. Responsibilities of the Company

- (a) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions given in this brochure by the Company are given in good faith, based on the latest information at the time of going to press. Unless specifically advised to the contrary by the Company, nothing shown in our brochure or other publication (whether supplied by us or not) constitutes a condition or term of this contract, or shall be relied upon in any way. In exceptional circumstances outside the control of the Company, its agents or suppliers, such as, but not limited to, circumstances amounting to force majeure such as war, threat of war, political unrest, riots, civil disturbances, terrorist activities (threatened or actual), legally or illegally organised labour disputes, adverse weather conditions, and acts of God, the Company, its agents or suppliers cannot be held responsible for any limitation or withdrawal of facilities.
- (b) (i) Where You do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with the Company in the United Kingdom not be as described in the brochure and not be of a reasonable standard, and, subject to (iii), (iv) and (v) below will pay you compensation of an amount which could reasonably be expected, taking into account all the relevant circumstances. Any sums received by You from suppliers, such as airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to You as compensation by the Company.
- (ii) Where You suffer death or personal injury as a result of an activity forming part of your holiday arrangements with the Company, we accept responsibility subject to (iii), (iv) and (v) below.
- (iii) The Company accepts liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of the failure of your holiday arrangements or any death or personal injury You may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is your fault, or due to the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of full care.
- (iv) Where a claim (whether for personal injury or non-personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the Company's liability and/or the amount of compensation You will receive will be limited in accordance with the contractual terms of the companies providing the transportation for your travel arrangements, which are incorporated into this contract, and the provisions of the relevant International Conventions, namely the Warsaw Convention 1929 as amended by the Hague Protocol 1955, the Berne Convention 1961, the Geneva Convention 1973, the Paris Convention 1962, and the Montreal Convention.
- (v) The Company's acceptance of liability in (i), (ii), (iii) and (iv) above is conditional upon You assigning any rights that You may have against any of our servants, agents, or suppliers which is in any way responsible for the failure of your holiday arrangements or any death or personal injury You may suffer. Such acceptance of liability is also subject to your following the procedures for the notification of complaints set out in the booking conditions.
- (vi) The use by the Company of transport in connection with your holiday is subject to the conditions of carriage of the operators or owners of such transport. These conditions may include the provision of the law of the country of the carrier or be subject to international conventions which may limit or exclude the carrier's liability.
- (vii) During the Tour You may be offered the chance to purchase various

optional excursions, activities and services. It is important that You understand that We do not own, operate or control any of the companies or individuals which provide the optional excursions, activities and services. If You book optional excursions, activities and services You contract with the local company providing that optional excursion, activity or service, and not with the Company. The Company has no legal liability for anything that goes wrong with such excursions, optional activities or services and any claim which you might have arising from the optional excursions, activities and services will be against the relevant local company and subject to the local company's terms and conditions, governed by local law. Neither We nor our employees, agents and contractors make any representation or warranty in relation to implied or explicit suggestions or recommendations of optional excursions, activities and services or any excursion, activity or service or event not highlighted as included in the Tour. You are responsible for all risks associated with the transportation to/from, and your participation in, or visitation to, any place, activity or excursion not listed as an inclusion. Please note that some of the optional excursions, activities and services, such as rafting, are inherently dangerous and risky. If You wish to take part in such optional excursions, activities and services You must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional excursions, activities and services will be those of the country where the optional excursion, activity, or service, takes place. These standards may not be the same as You would find in your home country. The Company acts only as their agent. The Company accepts no liability for any act or omission of any provider of any optional excursion, activity or service, or the provider's employees, agents or sub-contractors or for any losses (whether direct or indirect and howsoever caused) arising therefrom.

(viii) You should regard as optional all activities and/or excursions mentioned in this brochure which are not undertaken on a vehicle belonging to the Company, and are not specifically stated as being included in the tour price.

- (ix) The Company, where appropriate and with reasonable discretion, shall afford initial general assistance to a Client who suffers illness, personal injury or death during the period of his holiday.
- (x) The Company's employees, agents, and representatives have no authority to vary these conditions.

6. Your Responsibilities

- (a) All passports, visas, health certificates or other travel documents required for the holiday must be obtained by You. It is your responsibility to ensure that these remain in order, and to meet any additional costs incurred (whether by You or by the Company on your behalf) as a result of failure to comply with such requirements. Any information or advice given by the Company on passports, visas, vaccinations, etc. is given in good faith but without responsibility on the part of the Company.
- (b) No credit or refund is possible for any unused services included in the holiday price or Local Payment/ Adventure Pass/ Safari Pass (whichever is applicable). This includes where the reason for not using the services is due to illness or to disinclination, or to lost, mislaid, or destroyed travel documents, or for departing the tour early or before it reaches its final destination.
- (c) You must obtain confirmed onward or return flight tickets prior to departure for Africa. The Company cannot be held responsible if You are refused entry to any country through failure to supply proof of onward travel. You must accept responsibility for reconfirming all onward travel arrangements.
- (d) You are responsible for checking-in at the correct time. The Company cannot accept responsibility if You miss flights or tours as a result of late a check-in.
- (e) You acknowledge that the nature of the holiday is expeditionary and adventurous, and that you will be visiting places where the political, cultural and geographical conditions present certain dangers, risks and physical challenges greater than those present in our everyday lives. Further, You acknowledge that Your use of electrical charging equipment (for phones, tablets, cameras etc) on the Tour Vehicle or at any campsite or property on tour is entirely at your own risk. The Company cannot accept responsibility for any damage to Your equipment howsoever caused.
- (f) It is compulsory that You have personal travel insurance. This policy must include a minimum cover of £250,000 for medical and repatriation expenses.
- (g) You agree that during the holiday images, photos, or videos may be taken by other Clients or Company staff that may contain You in part or in whole. You agree that these images may be reproduced by The Company and You grant perpetual, royalty free, worldwide, irrevocable license to reproduce such images, photos, or videos in any medium for promotion and publicity purposes.

7. Arbitration, Law and Jurisdiction

Any matters arising from The Contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales. Should You have a complaint about any aspect of the Company's arrangements, the complaint should be reported immediately to our local representative in order that the Company may be given the opportunity to investigate and rectify the matter during your holiday. If your complaint is not resolved locally, please follow this up by writing to the Company at First Floor, 135 Notting Hill Gate, London W11 3LB within 28 days of the end of your travel arrangements with the Company. If you have a dispute with the Company which You are unable to resolve, You may call upon the low cost ABTA Arbitration Scheme (details on request) which is administered independently by the Chartered Institute of Arbitrators. If You decide to proceed to Arbitration under this scheme You must send a written notice of your decision to ABTA within nine months of your scheduled date of return. Claims which exceed £5,000 per person or £25,000 per Booking Form, or claims which relate principally or exclusively to (or are a consequence of) illness or physical injury, are not admissible for settlement under the Scheme.

8. Data Protection Policy

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass on the information to the various relevant suppliers of your travel arrangements such as hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Additionally, controls of data protection in Africa may not be as strong as the legal requirements in this country. We will not however, pass any information to any person not responsible for any part of your travel arrangements. If we cannot pass this information to the relevant suppliers, whether in Africa or not, we cannot provide your holiday. In making this booking, You consent to this information being passed on to the relevant persons). You are entitled to a copy of your information held by us. If You would like to see this, please contact us.

Acacia Adventure Holidays Limited

Registered office: First Floor, 135 Notting Hill Gate, London, W11 3LB
Registered Number: 3804375