

## TERMS & CONDITIONS APPLICABLE FOR ALL DEPARTURES

### **1. Contract**

Your contract is with Tanzania Odyssey Limited trading as Asia Odyssey – ATOL 5397 (hereinafter called “TO”, “we” or “us”). We draw your attention to the following terms and conditions, which cover all brochures and correspondence and all bookings made with us. Any contract with TO is subject to these terms and conditions from which no person has the authority to depart. Before making a booking with us you must ensure that you have read and understood these booking conditions (raising any queries you may have with us). By asking us to confirm your booking you are liable to be regarded as having had the opportunity to do so and to have actually done so before the contract between us comes into existence.

### **2. Booking Procedures**

TO will create a tailor made holiday to suit your personal needs. A binding contract comes into existence between us when:

(a) we receive a deposit of 20% of the quote price, or (b) when we receive full payment of the holiday when the booking is made less than 12 weeks before your departure date.

No contract will exist between the parties until such monies have been received. We require full payment to be made for your holiday 12 weeks prior to the departure date. If full payment is not received 12 weeks prior to the departure date, we reserve the right to cancel your holiday and apply the cancellation charges set out in paragraph 5. Cancellation will be without penalty to us and we will have no further liability to you. If however, you have already provided us with your credit or debit card details whether this was to make a payment on account or not, and you do not specifically notify us in writing to the contrary prior to the date upon which any balance becomes payable by you, you agree that we may use such credit or debit card details to obtain payment of any balance due by you under this agreement. The lead booking name is liable for making full payment for all persons in the booking party and all those in the booking party agree to be bound by conditions (including anyone added or substituted at a later stage). It is the responsibility of the lead booking name responsible for making the booking to ensure all in their party are aware of and have read these terms and conditions. If you accept our quote in respect of your holiday you must make a payment of 20% of the total price of the quote within 14 days. A delay in acceptance of the quote may result in a variation of the holiday price. Where the proposed departure date is within 12 weeks of the quote being given we require full payment at the time of your written acceptance of the quote.

### **3. Medical conditions and disabilities**

If you or any member of your party have any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

### **4. Documentation**

Please carefully read your confirmation invoice, tickets and all other documentation we send you as soon as you receive them. Contact us immediately if any information appears to be incorrect 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 documentation within 14 days of our sending it out. You will be responsible for any costs and expenses involved in rectifying any inaccuracies except where we made the mistake.

### **5. Cancellation by you**

Cancellation of a holiday must be made in writing and is effective from the date we receive the written notification. In all cases of cancellation the deposit, and any amendment charges will be forfeited. Cancellation charges are expressed as a percentage of quoted price as follows:-

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
More than 84 days	Deposit only
Between 70 and 84 days	35%
56 and 69 days	70%
29 and 55 days	90%
28 days or less	100%

If the reason for cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges. Notwithstanding the above, if we have issued your international airline tickets and you choose at any time to cancel them then we will not refund you any monies for these tickets

### **6. Pricing Itineraries**

The price of your itinerary will be based on known costs at the date of issue of the itinerary. At any time before a full payment of your holiday has been made TO reserves the right to levy a surcharge where costs have changed since the date of issue of the itinerary. TO will absorb amounts up to 2% of the total holiday price and surcharge any amount greater than 2%. Should the surcharge exceed 10% of the total holiday price you are entitled to cancel the holiday and receive a full refund of all monies paid. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

Matters influencing a surcharge would include, but are not limited to, increases in transportation costs e.g. fuel, scheduled air fares and any other airline surcharges, taxes or fees payable for services such as landing taxes, or embarkation or disembarkation fees at ports or airports, or increases in park fees, reserve fees or concession fees.

### **7. Amendments by you**

If you wish to change your itinerary after a deposit has been made we will do our utmost to make the changes required, provided that notification is received in writing. Every change is subject to a fee of £50 per person per occasion that a change is made. We cannot make alterations to your itinerary within 12 weeks of departure and any such request will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph 5.

### **8. Cancellation by TO**

We reserve the right in any circumstances to cancel your holiday for any reason at any time before full payment has been received. Whilst we always endeavour to avoid changes and flight cancellations, we must reserve the right to do so. In these circumstances we will return to you all monies paid or offer an alternative holiday of a comparable standard. In this event we will pay compensation of £75 per person. We may cancel your confirmed holiday if you fail to comply with any requirement of these booking conditions entitling us to cancel.

We cannot accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you 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 services in question could not even with all due care foresee or avoid. Such events are likely to include war, threat of war, civil strife, riot, civil disorder/unrest, industrial dispute, actual or threat of terrorist activity, natural or nuclear disaster, fire, breakout of an epidemic or pandemic disease, technical problems with transport, cancellation or amendment to any scheduled flight, closure, congestion of airports or ports, adverse weather conditions and all similar events outside our control. In the circumstances amounting to force majeure we will not refund any money to you although if we can recover any monies from our suppliers we will refund these to you.

### **9. Amendments by TO**

It is unlikely that we will have to make any changes to your holiday although we reserve the right to make changes at any time. Most of these changes are minor and we will advise you of these in writing at the earliest possible date. When a major change is necessary such as the alteration of your outward or return flights by more than 12 hours or a significant change in the standard of accommodation, provided it does not arise from conditions amounting to force majeure or as a result of an amendment to a scheduled airline timetable, you will have the choice of accepting the new arrangements, taking another holiday with us or cancelling your holiday and receiving a full refund of all monies paid. 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 or unforeseen 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 mentioned 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, or if the change is a minor one. A minor change is a change which, taking into account the information you give us at the time of booking or which we can reasonably be expected to know as a tour operator, we would not reasonably expect to have a significant effect on your confirmed holiday. No compensation is payable for children aged 2 and under. Please note we cannot accept any liability for any damage, loss, expense or other sums of any description, which:

(a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or (b) did not result from any breach of contract or any other fault by ourselves or our employees, or where we are responsible for them our suppliers. Additionally we cannot accept liability for any sums which relate to any business losses.

#### **10. Our responsibilities**

TO accepts responsibility for ensuring your holiday is supplied as described prior to your departure and services provided will reach a reasonable local standard, however we draw your attention to paragraph 12. Please note we cannot accept responsibility for any services, which do not form part of our contract. This includes for example any additional services or facilities, which your hotel or other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them.

The information contained in our brochure and website is correct to the best of our knowledge at the time.

Our brochure descriptions and other information provided or made available in a resort, often refers to "other activities and excursions", which are available in the resort. These activities and excursions are not run nor controlled in any way by TO. They do not form any part of your contract with TO, even where we suggest or recommend particular operators/centres/trips and assist you in booking such activities or excursions in any way. Accordingly we regret TO cannot accept any liability in relation to these outside activities and excursions. Where we make or take any bookings for or from you in respect of any activity or excursion available, we do so solely as booking agents. This is the case regardless of whether the activity is advertised or mentioned in our brochure, resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. TO has no liability for any such activity or excursion or for any acts or omissions of the supplier or operator or for of it/their employees or agents or any other persons connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion for example in our capacity as booking agent, that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

We would remind customers that the infrastructure in developing countries may not be up to the same standard as the UK. Some resorts may experience the occasional power cut or water shortage. Please note that we will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: a) The fault of the persons affected or any members of their party, or b) The fault of a third party not connected with the provision of your holiday, which we could not have predicted or avoided, or c) An event or circumstances which we or the supplier of the services in question could not have predicted or avoided, even after taking all reasonable care (see force majeure), or d) The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition we will not be responsible where you do not enjoy your holiday or suffer problems because of a reason you did not tell us about when you booked your holiday, or where any problems you suffered did not arise from any breach of our contract, or other fault of ourselves or where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. We accept responsibility for the negligent acts of our employees, agents and direct suppliers, which results in death, injury or illness. Our liability shall be limited to 200% of the holiday price for any claim other than those involving injury or death arising from our negligence. Our suppliers, such as accommodation or transport suppliers, have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport providers or other suppliers liability to you. You can get copies of such conditions from any offices of the relevant suppliers. If you or any member of your party is killed, injured or becomes ill as a result of transport by aircraft, ship, train or coach, the amount of compensation we will pay is limited in line with the Warsaw Convention, the Athens Convention, the Berne Convention, and the Geneva Convention. You should also note that these conditions may limit or remove the carrier's liability to you and the amount the carrier has to pay you. You should also note the carrier will rely upon its conditions of carriage, which may limit or remove the carrier's liability to you and limit compensation under international conventions. TO accepts liability as above only if a claim is notified to us in writing no later than one month after your return.

#### **11. Carriers**

Carriage by air, and sea is subject to the terms and conditions of the carriers with whom you are travelling and to international conventions. TO accepts no liability whatsoever for cancellations, strikes, timetable changes, diversions, technical issues unrelated to TO, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision of the carrier concerned. TO accepts no liability for death, injury or illness that derives from carriage by air or sea.

#### **12. Your Responsibility**

You must ensure that your travel documents, passports, visas and vaccination certificates are in order and that you ensure that you have taken the advice of your GP with regard to inoculations. We refer in particular to our pre-departure information sheet. TO will offer general advice but cannot be held responsible if you do not comply with current requirements before your departure. TO does not accept liability for any advice given of a general nature prior to the holiday commencing. You are responsible for a timely check in for all flights and for presenting yourself to take up all pre-booked components of your holiday. No credit or refund will be given to you should you fail to take up any component of your holiday or if you lose any travel documents. TO draws your attention to the fact that there are certain inherent risks involved in all of the holidays to Asia that we supply and these must be accepted by you at your own risk. If you wish to discuss any such risks with us we would be more than happy to provide advice over the telephone or in writing.

#### **13. Insurance**

TO requires clients to purchase travel insurance. We can provide details of a suitable policy with TAGIS. You must purchase either this policy or a policy that offers at least comparable cover under all sections – specifically with regard to "abandonment". We reserve the right to cancel your holiday at any time should such a policy not be taken out by you.

#### **14. Consumer Protection**

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).

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.

#### **15. The law**

The above booking terms and conditions together with all correspondence form part of your contract with TO. This contract and any matters arising from it shall be governed by and interpreted in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to hear any and all proceedings between us either relating to our contract or arising out of it.

#### **16. Problems**

If you have a problem during your holiday, please inform the relevant organiser (camp/hotel manager/Safari provider) immediately and he will endeavour to put things right. If your problem cannot be resolved locally you must send full details to TO in writing within 28 days of your return to the UK. If you fail to follow this procedure, we will not accept liability as we have been deprived of the opportunity to investigate and rectify the problem.