



Booking Terms & Conditions

Our Tours

Most of our suggested itineraries and excursions fall into the category of tailor-made or private tours and are lodge/hotel based, using accommodation that ranges from basic to the luxurious. Camping can be an option, but this will always be by specification of the client. The level of accommodation standard is always made completely clear in your tour dossier, and the type of accommodation used will be reflected in the price.

Many of our trips will offer included activities that we feel enhance the overall trip experience. Usually any included activities will be suitable for anyone who has a basic level of fitness, although if this differs we will discuss individual activities with you to ensure we only arrange activities suited to your personal fitness and ability level. Some optional activities, such as riding, hiking, cycling, or kayaking, which involve moderate effort over a period of a couple of hours or so, may be available on certain tours, but it will be clear what the expected fitness level is for these tours.

Even the most meticulously planned arrangements can, and do, go wrong. Conditions in Africa are more relaxed than by European standards and as such there may be moments of discomfort, and delays can be a way of life. However, we will always ensure that everything you have paid for at the time of booking will be included in your trip, even if the order does need to differ slightly due to unplanned circumstances. Clients booking group or tailor-made travel arrangements implicitly accept the above. African Star Tours accepts no liability for the results of delays, or any loss, consequential loss or contingent liability arising from them. Clients, their baggage and property travel entirely at their own risk, acknowledging that in participating in the trip, certain risks may occur, including, but not limited to, the hazards of travelling in mountainous or desert terrain, the forces of nature and the limited medical facilities in some remote regions. Passenger seat-belt regulations are not widely enforced in some areas of Africa, although we actively encourage you to wear your seatbelt at all times for your own safety. Hard hats are not necessarily provided for riding or cycling.

Safari tours come with their own unique risks, and you will be provided safety instructions by your safari guides at the time. However, these basic rules should be followed:

- Do not get out of the safari vehicle at any point, unless informed by your guide it is safe to do so.
- Do not make sudden movements, or loud noises that could alarm the animals
- Wear loose fitting comfortable clothing with long sleeves (to assist in mosquito bite prevention)
- Wear a hat to protect against the heat
- Always wear sun-cream and mosquito repellent
- Follow ALL instructions given to you by your guides. These are the experts and Africa is a Dangerous place, so anything they ask you to do WILL be for your own safety.
- Always secure food and belongings in the truck....baboons can be quite the nuisance!

Our prices: Tailor-made and Private Tours

The prices shown for our suggested itineraries give you a guideline as to cost, though obviously this will vary with any changes you decide to make, and the time of year you choose to travel. The prices reflect the tariff in the lowest appropriate season in budget, mid-range, luxury or specific accommodation as indicated. Where appropriate, transfers and excursions will normally be private; but on some occasions you could be sharing the services with others - especially where there is nothing special to be gained by private travel. You can of course, ask us to change this as most of our tours are very flexible. A full quotation will accompany our written proposal for your itinerary.

Our prices: Group Tours

For group tours the departure dates, duration and itineraries are fixed, so too are the prices, if this is the only tour you are doing. These vary only with season. However, you may opt to add additional nights/trip or pay a supplement to upgrade your international flight to a more comfortable cabin, or even a different airline. Similarly, you may opt to pay a single supplement (where available) for your hotel rooms. For clients who have their own connecting flight arrangements in place, we also offer a price exclusive of these flights. We are also very experienced in arranging private tours to dovetail with the beginning or end of a group tour with us, or indeed another company.

Not included in the Tariffs shown for all Tours:

- Comprehensive travel insurance. It is a condition of our accepting your booking that you be insured for the duration of your travel arrangements with us.
- Visa fees
- Porterage/bag carrying (unless stated), laundry, telephone calls, items of a personal nature and gratuities.
- Side trips or excursions shown as optional. On our tours, we will always strive to provide the cost of optional excursions on a given trip
- Food, other than stated in your itinerary
- Entrance fees to national parks or local taxes which cannot practically be collected at the UK end, and which must usually be paid locally in cash. This is particularly common for national park fees on safari tours.

Visas

Visa information currently displayed in both our printed and online documentation relates to British passport holders and to stays of 30 days or less, and in all cases to individuals whose personal or professional circumstances do not preclude their entry to a country, or their transit through it. Currently, in Africa most countries do charge UK passport holders for visa's although these can often be obtained at the borders and do not necessarily need to be obtained in advance. It is the responsibility of other nationalities to check their own visa requirements, although we will try to offer assistance where possible.

We aim to always keep our visa information in documents up-to-date. However, if you want to check individually on entry requirements you can check <https://www.gov.uk/foreign-travel-advice>

Airport Taxes and airline surcharges

Airlines as a matter of course apply fuel surcharges, as well as taxes, to their normal fares. The level of surcharge does not always reliably reflect the current price of oil. This is included in the fare we quote to you but is subject to change until you have paid in full and the ticket has been issued. All airport taxes which are pre-payable at this end are included in the airfare quoted to you.

There are now many other tax or duty elements bundled into what used to be called the airfare. Since none of these are optional, we quote a single figure, and as a general rule the international airfare we quote includes these various taxes and additions. If there is an exception to this, we will discuss this individually with you, so you are still 100% clear on what the total flight costings will be for your trip.

Meals

In all of our itineraries we state the number of meals included for your trip. We work on the principle of trying to include as many meals as possible within our tour prices, and the reason for this is that we feel this gives a much better idea of the overall holiday cost, and completely cuts down on the amount of spending money needed for your trip. When it states meals are included, please note this does not include drinks, unless specifically stated. These are usually at your own expense. If you would prefer your itinerary not to include meals, then just let us know and we can usually alter according to your personal preferences.

Documents, vouchers and tickets

A briefing document with general information on visas, vaccinations, recommended personal baggage, currency, climate and local laws specific to your chosen tour will be sent to you by email (or first class post if preferred) after your booking has been confirmed.

At each stage of the booking you will be sent a receipt or confirmation slip. After you have paid in full, you will receive (usually between one month and 10 days before departure) your airline e-tickets and any domestic flight tickets that are to be issued at this end. Most tickets are issued electronically, but traditional paper tickets may be necessary on some routes. Our financial summary or itinerary is not a travel document, although you may be asked to show it as evidence for your eligibility for the airfare you have paid, so we always advise you to take it with you. If you do not have a valid ticket or e-ticket, the airline may ask you to pay again, although these days usually your passport is sufficient for international flights. Once you arrive in Africa, the normal procedure is for our local agents to give you their own vouchers or tickets.

A 24-hour emergency UK number, printed in your final itinerary letter, will enable you to contact us quickly if something goes wrong, whilst you are away. We encourage you to use this, as we would much rather try to solve a situation immediately, if it is possible, so that any disruption to your holiday is minimal.

BOOKING CONDITIONS

All matters concerning the booking shall be governed and construed in accordance with English law and each party agrees to submit all such matters to the exclusive jurisdiction of the English legal system.

Your contract is with African Star Tours Limited.

The following Terms shall have the meanings set out below when used in these Booking Conditions:

You, the client	All person(s) traveling on the holiday, and included within any booking.
We, our, us	African Star Tours Limited
Tour, holiday, trip	Means the complete holiday, trip or tour booked with African Star Tours
Package	means a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.
Force Majeure	means any circumstances which are unavoidable and extraordinary which are beyond the control of African Star Tour, the consequence of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war; riot; civil strife; hostilities; political unrest; government action; industrial dispute; natural or other disaster; nuclear incident; terrorist activity; weather conditions; closure of airports; fire; flood; drought; re-scheduling or cancellation of flights or alteration of the airline or aircraft type by an airline and technical problems with transportation and all similar events outside our control.

1. Deposits and interim payments

If your date of travel is more than 60 days in the future a minimum non-refundable deposit of 30% per person travelling is required when the booking form is submitted. You must read our booking conditions before you pay a deposit. For certain destinations and services a higher deposit MAY be required and you will be advised of this before the time of booking. Some arrangements are booked through companies with whom we are in association, and sometimes they have a requirement of an intermediate payment. We will of course advise you of any special booking conditions when we send a financial summary, prior to your confirmation of booking. By confirming your booking with African Star Tours you confirm your acceptance of these additional conditions. We will issue a confirmation at the point we have accepted your booking, and we will normally confirm the proposed arrangements within 5 working days. However, in the case of certain bespoke arrangements, please allow a little more time for us to communicate with our agents on the ground in Africa - this sometimes takes a week or more, as some are quite remote.

If you would like African Star Tours to book your flights then the full cost of the flight(s) must be made at the time of booking, and is non-refundable. Any necessary change in flight details after booking will attract a minimum of a £25 administration fee per person on top of any charges made by the airline.

2. Cost Breakdowns

We do not provide a detailed breakdown of costings where we are constructing a multi-supplier itinerary, but we will show a separate figure for flights. It is your responsibility to check the confirmation of your tour and let us know immediately if there is any error. In the event that there is an obviously incorrect price shown on your financial summary African Star Tours will issue a new one.

3. Tour Confirmation

If we are unable to confirm you on your preferred tour, we will refund your deposit, in full within 14 working days. However, for tailor-made arrangements, it is likely from the outset, that we won't be able to confirm you on the whole of the precise itinerary that the brochure or proposal or website states, due to the multiple communications needed with individual suppliers. If there is a part of the original expected itinerary that is not available we will search extensively for what we consider to be an acceptable alternative and this may be reflected in a higher or lower overall price. We will communicate with you throughout this time, so you are aware of our progress, and are free to offer your opinion on the alternatives if there is more than one option. Clients should be aware that, if we feel we are offering a reasonably acceptable alternative to that requested, we will not automatically refund a deposit. In practice however, we are always sympathetic to a client's demands, and if you make it 100% clear from the outset that you have a particular requirement that absolutely must be fulfilled, we will refund deposits in full if we cannot meet these specific requirements.

4. Special requests and medical problems

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.

We are happy to advise and assist you in choosing a suitable holiday. As some of the accommodation and resorts featured may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc, it is important that, when booking, you advise us of any medical conditions and special requirements to make sure the holiday meets your specific needs. In the rare event we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, with the tours we have available, we will not confirm the booking. If full details about a disability or additional needs are not given at the time of booking, we may need to cancel or make alternative arrangements if we become aware of these details, but will only do so if a booked tour/accommodation are not suitable. If there are any costs associated to changes required, or if cancellation fees are imposed by suppliers, the additional costs must be met by the client, due to non-disclosure at the outset.

4a. Disabled Travellers

At African Star Tours we recognize that disabilities come in a wide variety of different forms, and disabilities can impact individuals in different ways. There is no 'one size fits all', so we would never describe any tour or property as 'not fit for disabled travellers'. We will actively work with any client to find a tour/accommodation/destination that is right for the individual. We therefore recommend that you get in contact with us to discuss your specific requirements, what you would like to experience and where you would like to see, We can then recommend a holiday/destination/tour company based on your individual requirements. There is a huge disparity in standards across Africa, and not all properties and companies cater to certain types of disability, and we want to ensure that all of our customers get the best from their holiday, which is why it is beneficial to work together from the start.

5. Final payments

As a general rule final payment will be due not less than 60 days before departure, or immediately if you book within 60 days of departure. However, it may be that to guarantee a price, we may have to ask you to pay in full for all or part of your holiday at an earlier date. Before confirming your tour we will make the full payment schedule completely clear so you know upfront what needs to be paid, by when, and if necessary, why? If payment is not received accordingly then African Star Tours reserves the right to treat your booking as cancelled and apply the appropriate charge as outlined below under cancellations. This also applies to interim payments, if these have been clearly defined in your payment schedule.

Typically flight prices to Africa increase the closer you get towards the travel date. Therefore we will advise clients that early payment for any flight element of the holiday is necessary in order for us to issue tickets and avoid passing any additional flight cost, tax or other surcharge on to the client, that may arise from delaying the flight confirmation. This also applies to clients making flight arrangements which are allied to, but do not directly affect the tour arrangements we are making. We will always make it clear exactly how long a 'reserved' flight price is valid for. If full payment for flights isn't made within this period then a new airfare will need to be sought and costed at the time you as the client wish to pay for the air-fare(s) in full.

If you are doing a tailor-made tour the flight cost is most likely to be shown separately in your final cost schedule. If you are doing a group tour there is the possibility that you will be given a total tour cost that includes the flight, but this will depend on the supplier we utilise in Africa for your chosen tour.

At the time of booking, if there is a lack of availability in the specified class on any particular flight, we will endeavour to offer you alternative economy class seats and shall advise you of any additional flight supplement payable before you book. The same applies when clients request alternative or extraordinary flight arrangements. We will not issue airline e-tickets until we have received full payment for them.

6. Card payments

Card payments to African Star Tours attract no surcharge, so we do not charge you for this payment method.

If you do not supply the correct credit or debit card billing address and/or cardholder information, the issue of your tickets may be delayed and the overall cost may increase. We reserve the right to cancel your holiday if payment is declined or if you have supplied incorrect credit card information. We also reserve the right to do random checks (including the electoral roll) in order to minimise credit card fraud. As a result of this, before issuing tickets we may require you to provide us with a fax or postal copy of proof of address, a copy of your credit card and a recent statement.

7. Land only Tours and Additional Independent Arrangements

On our website and in our brochures the guideline tour prices stated usually exclude flights and any other travel to the start of your trip. We strongly recommend you do not confirm or pay for any flight or other arrangements until we have confirmed your land-only reservation to you in writing. If you do, African Star Tours does not accept responsibility for any costs incurred for cancellation of such services if your chosen tour does not receive confirmation.

Clients may already have flight, accommodation or transport reservations in place with other companies when they book other arrangements with us. Please note we can accept no liability for dovetailing with these independent arrangements, or where your booked itinerary with African Star Tours is not continuous. In these circumstances if for example a client arrives late to join a trip or to make onward connections, we shall do our absolute utmost to rearrange hotels, tours and transfers, but we may need to pass on any additional costs incurred back to you, if these delays were outside our control.

8. Surcharges

Once you have paid in full, we guarantee to impose no surcharge within the last 30 days prior to the commencement of the services provided by African Star Tours. However, we are entitled to pass on any additional charges in respect of alternative arrangements requested by you after original confirmation has been provided.

Before this time we reserve the right to pass on to you any additional costs associated with currency fluctuation, government action or government imposed taxes/increases, overflying charges, fuel surcharges, increase in scheduled airfares, transport costs, airport taxes or embarkation or landing fees at ports. In this case we will absorb an amount equivalent to 2% of the affected element of the holiday price, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be charged, but where a surcharge is payable, there will be an additional amount to cover agent's commission where applicable. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday, with full refund only of all money you paid to African Star Tours alone. Should you decide to cancel your holiday because of this you must do so in writing within 14 days of the date of our notification of the surcharge.

9. Cancellation Rules

Cancellation by the Client

Any client who wishes to cancel all or part of their trip must do so in writing or via email to African Star Tours directly. The following fees or percentages will be charged and they will be based on the date of receipt of the cancellation.

Timing	Fees Charged
60+ days before departure date	Deposit (and any mandatory interim payments made)
46-59 days before departure	50% of tour cost
30-45 days before departure	75% of tour cost
15-29 days before departure	90% of tour cost
14 days or less before departure	100% of tour cost

If cancellation occurs less than 60 days before departure and full payment has not been received, the appropriate charge will still apply and unpaid moneys are still due immediately. If the reason for your cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges.

With regard to airline tickets as a general rule there is no penalty if an airline e-ticket is cancelled before it is confirmed. However, once the ticket is issued, each airline we use imposes its own rules on us, and the cancellation penalty may be as much as 100%, and they may also charge an administration fee which we will pass back to you as the client.

At African Star Tours we will do our best to implement any alterations that you request after your tour has commenced, but we cannot guarantee that it will be possible. In the event of a group tour this may be almost impossible to achieve. In the event of such amendments being made you will be liable for any alteration or cancellation charges that may be levied for the services originally booked, and for the booking of revised arrangements and the arrangements themselves. As a basic principle, no refund will be paid to clients who do not commence or complete a tour, extension, or section of the itinerary.

Cancellations by African Star Tours

African Star Tours reserves the right in any circumstance to cancel all or part of your travel arrangements, although the chances of this are exceptionally rare. We guarantee we will not cancel within 8 weeks of any booking departure date, except in circumstances of force majeure or a pandemic, the clients' failure to pay the final balance on time, or where the minimum number of clients required to run an integral excursion or element of the trip is not met. In these circumstances, we will try our absolute hardest to offer you suitable alternatives but African Star Tours accepts no liability for compensation or associated costs beyond a full refund of the deposit or other payments made to African Star Tours for the trip or excursion.

Where we are obliged to cancel all or a discrete module of your travel arrangements for reasons beyond our control we shall inform agents, and clients who have booked direct, as soon as possible and offer alternative arrangements of comparable standard, if available, or a prompt refund of all moneys paid for the tour or module. If the alternative is cheaper we will refund the difference. Any refund shall be sent to agents within 12 clear days and to direct clients within 14 clear days. African Star Tours accepts no liability for compensation beyond this full refund.

If any of the causes for cancellation or amendments occur after the tour has commenced or after we are able to advise you, we reserve the right to allow our local supplier or tour leader to amend the planned itinerary and accommodation on your behalf and where these amendments are made as a result of force majeure, no compensation will be paid. Delays in departure and failed transport connections will sometimes make it impossible for a client to use services contracted and paid for, and in these circumstances African Star Tours shall be under no liability to pay compensation. However, where amendments are within our control, you will be entitled to compensation of £50 per person.

10. Alteration Rules

Alterations by the Client

If you wish to alter part of your tour then African Star Tours will always try and accommodate these changes, if they are possible. If the changes are made more than 60 days before departure of the tour then the client will be liable for all direct additional costs incurred by making the change and a £25 admin fee. If the changes are made less than 60 days before the tour departs then the cancellation fees stated above will still be payable, and any extra costs for the new arrangements will be added on top, along with the £25 admin fee. Please note that alterations to the content of group tours is highly unlikely to be possible, but our Tailor-made tours are much more flexible.

At African Star Tours we will also do our best to implement any alterations that you request after your tour has commenced, but we cannot guarantee that it will be possible. If on a group tour this may be almost impossible to achieve. In the event of such amendments being made the client will be liable for any alteration or cancellation charges (up to 100%) that may be levied for the services originally booked, and for the booking of revised arrangements and the arrangements themselves. As a basic principle, no refund will be paid to clients who do not commence or complete a tour, extension, or section of the itinerary.

Alteration by African Star Tours

It is always the top priority of African Star Tours to provide you with the services we confirmed. However, arrangements can be made several months in advance and we rely on the services of independent and local service providers over whom we have no direct control. Therefore, African Star Tours reserves the right at any time to make changes to your holiday arrangements (including flights, accommodation, transport or services) and if changes are made we will advise you or your travel agent where possible before you depart. Flight timings and carriers in your tour itinerary are subject to change as a result of airline procedures, and details given on your Itinerary are for guidance only. Even details shown on your e-tickets may be subject to change locally especially in respect of airline schedule changes or any other operational decisions. There is nothing that African Star Tours is able to do to influence these changes, we can only pass on the changes to our clients.

In the unlikely event that there is a change to the actual airline after you have received your tickets you will be notified as soon as possible. Such a change is deemed to be a minor change. Other examples of minor changes include, but are not limited to, alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, change to the local supplier of services to another of equal or higher standard. In these circumstances, African Star Tours will try to notify you where possible but will not pay any compensation in respect of minor changes. The flight number and airline shown on your ticket may not be the one you actually fly with - this is called code-sharing. Usually, airport departure information boards will reflect this, and 'toggle' between two flight numbers even though it's the same flight.

If we make a material change to the booking then you may cancel your booking and obtain a prompt and full refund of all money paid to African Star Tours provided that you have given us written notification of cancellation within 10 days of the date on which we notified you of all alterations. Examples of a material change include alterations in the standard of accommodation available, significant change in location of accommodation, significant change to tour content, significant change to flight timings (usually 24 hours or more) or complete unavailability of part of your original tour.

Where an airline schedule change or disruption causes a potential material change, African Star Tours may choose to switch flight routings at no additional cost to the you, to enable us to fulfill our obligations to you. In these circumstances, if you choose to cancel, normal charges will apply and insurance premiums cannot be refunded. If we make a material change within 8 weeks of departure, you will also be entitled to compensation per person in accordance with the scale below.

Notification Period	Compensation per person
30 to 60 days	£25
15 to 29 days	£35
0-14 days	£50

Payment of compensation shown above will not be made for any change or cancellation caused by events such as war or threat of war, terrorist activity, insurrection, riots, strikes, civil action, decisions by governments or governing authority, natural or nuclear disaster, health risks, epidemic or pandemic illness, bad weather, unavoidable technical or maintenance

problems with transport, cancellations, changes of schedules of air, land or sea carriers which are to result of force majeure, closed or congested airports, ports or stations, or similar circumstances beyond our control.

Foreign & Commonwealth Office Travel Advice

If after booking the FCO changes their advice on a country to advise against all or non-essential travel to a country or area you are due to visit as part of a tour, then African Star Tours will follow recommendations and offer an alternative itinerary or if appropriate, a full refund. African Star Tours will use common sense and information from the appropriate British Embassy to make a judgement, on when is an appropriate time to invoke this action. For example, if we have credible information that advice against travel is likely to be altered shortly, we may delay the offer of an alternative itinerary, or a full refund. Any travel that clients decide to take that goes against FCO and African Star Tours advice is done at the clients own risk, and it should be noted that it is highly likely to affect personal insurance cover. The information contained in this section does not apply if the FCO advice is to only consider postponing travel.

If you book onto a tour to a destination where the FCO advice at the point of booking is 'against all travel or non-essential travel' then the risk here lies with the client. African Star Tours will make the client aware of the FCO advice not to travel. However, if the client decides they still want to book and travel then African Star Tours can not be held accountable for any liability, additional costs, cancellations or any other unexpected changes. The very nature of travel to countries in this category means that they are volatile and any plans are extremely subjectable to change.

11. Refunds

As a general principle, no refund will be made for any unused hotel accommodation, service or transport. However, where we ourselves are able to obtain a refund from hotels or principals for the services not used, we will pass this on to the client, less an administration charge of £25 per person plus any associated bank or currency exchange charges. African Star Tours responsibility will not extend beyond this refund (where possible) and no payments will be made, or compensation given in respect of claims for contingent liability or inconvenience experienced by clients. No refund can be made on lost, mislaid or destroyed e-tickets or vouchers, as these are the sole responsibility of the client once issued.

12. Insurance

It is a condition of booking with African Star Tours that you take out travel insurance at the time of, or prior to making your booking, which fully covers your period of travel. We recommend that you take out insurance early so that all parties get full value for money for cancellation insurance. It is the full responsibility of the client to ensure that the insurance cover they take out is suitable and adequate to individual needs, particularly in relation to personal accident, all medical expenses and repatriation costs. The client will be requested to send African Star Tours details of the policy covering the trip, including the insurers' name, policy number and 24-hour emergency telephone number. The client is also required to carry proof of insurance with them at all times and to produce it if reasonably requested by African Star Tours local leaders or suppliers.

If the client loses any personal items whilst on holiday they are advised to obtain a written police report and/or a letter from a local representative to assist with any insurance claim upon return to the UK. It is unlikely this will be easy to obtain once the client has returned to the UK.

13. Our Liability To You

We promise that your tour, transfer and accommodation 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. Further, 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.

We will not be responsible for any injury, illness, death, loss, 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'
- Pandemic

Except as specifically set out in these conditions, we will not accept any further or different liability than the Package Travel, Package Tours and Package Holidays Regulations impose. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

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 £50 per person directly affected.

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. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

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 Montreal Convention as amended for international travel by air and/or for airlines with an operating license granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, 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.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you. Excursions, tours, activities or other events that you may choose to book or pay for through our concierge service or whilst you are on holiday are not part of your tour provided by us and these terms and conditions do not apply. For any local event your contract will be with the supplier of that event and not with us. We are not responsible for the provision of the local event or for anything that happens during the course of its provision by the supplier. Please note that this position also includes all hazardous activities.

The services and facilities included in your tour 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 and traditions in practice.

In many African destinations, standards of quality, safety and hygiene may often be lower than those which would be expected to be found in Europe or the UK. Indeed the appeal of some of our destinations is to experience relatively untouched parts of Africa and therefore facilities and infrastructure in some areas may be of a basic nature and more appropriate to the local culture than to foreign tourists. The nature of the prevailing conditions may also give rise to events or entail risks beyond those either planned for or usually encountered. All bookings are accepted on the understanding that such differences are appreciated by clients and that they undertake all tours and excursions at their own risk.

14. Your responsibilities

When you book a trip with African Star Tours you accept responsibility for the proper conduct for yourself and your party whilst on tour. 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 tour 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.

No credit or refunds will be given as a result of lost, misplaced or destroyed travel documents. If your hotel has a safe, keep your passport there (but always carry a photocopy of the important pages for identification purposes). Use your common sense to judge whether hotel safe-boxes are indeed 'safe', since, even if we have booked the hotel for you, African Star Tours will accept no responsibility or claims for contingent liability for theft from hotel rooms or safekeeping.

Yellow fever, typhoid inoculations, Hepatitis and prophylactics against malaria should be considered for all African countries, so please consult a qualified medical practitioner at least 4-6 weeks before your trip to establish what protection is recommended for your trip.

The name on your airline e-tickets should be the name that appears on your full passport, so where we are booking flights on your behalf, we will use the name exactly as given on your booking form. If the name given is not as it appears in your passport, any penalties or charges incurred by airlines will be your responsibility, including the purchase of a whole new ticket if necessary.

We are dedicated to delivering the highest level of service at all times. If you have a complaint whilst away, please bring it to the attention of your tour leader or our local agents immediately to enable them to do their best to rectify the situation to a satisfactory standard for you, as soon as possible. If all else fails, call African Star Tours back in the UK on our 24-hour emergency line provided in your final documents, and we will do all we can to rectify the situation. If you have a problem during your holiday, it is a condition of this contract that you communicate this to the supplier of the services (e.g. hotel) and to our tour leader or representative locally in Africa, and put your complaint in writing. If you fail to follow this simple procedure, we will have been denied the opportunity to take remedial action whilst you are away. This may also affect the outcome of the complaint and your rights under this contract. If the problem remains unresolved please write to us within 28 days of your return to the UK with all the relevant information and quoting your booking reference number. We will acknowledge receipt of your complaint and fully investigate all claims, and reply in full as soon as possible. However, please allow for the fact that we have to deal with Africa, and delays of a couple of weeks are not uncommon.

15. Financial Protection

African Star Tours is a member of the Travel Trust Association for your complete financial protection. Our TTA Membership number is Q5080.

We are a member of the Travel Trust Association which provides you with 100% financial protection on your holiday booking in the unlikely event of African Star Tours ('a member') becoming insolvent. Should African Star Tours for any reason financially fail or cease trading, the Travel Trust Association will liaise with the suppliers to ensure that your holiday goes ahead unaffected. If for any reason this is not possible, they will administer a claim for a refund of money that you have paid to African Star Tours for your tour.

All members of the Travel Trust Association have to abide by the member Code of Conduct. This is to ensure that the customers receive the best possible service. Your payments are made into a Trust Account designated to hold customer's money. Your money remains in the Trust Account and is supervised by an appointed trustee who is either a banker, chartered or certified accountant or a solicitor. Both the Travel Trust Association members and the trustee are required to authorise payments from the trust account. In addition to being held in trust, you also have a financial guarantee from the Travel Trust Association. Travel Trust Association will guarantee the financial obligation of its members up to a maximum for any one passenger of £11,000. So if you paid £2,000 they guarantee to reimburse the loss of the £2,000, even where it is not available for you from the Trust Account. Therefore, the Trust Account plus the guarantee ensures that all the money which you have paid to us is safely protected and available to reimburse. When you make a booking, you will be supplied with a guarantee certificate – you can see the terms of the TTA's guarantee on their website www.traveltrust.co.uk/guarantee.

Should African Star Tours or one of our suppliers become insolvent, in most instances your money will still be held within the Trust Account by the designated Trustee, and available to pay for your holiday. If because of fraud or dishonesty the money is not there, then the guarantee is available to reimburse your loss. In some cases your holiday may continue as the providers or suppliers have already been paid. Where you have only paid a deposit and still have an outstanding balance, your holiday may be unaffected and by paying the balance your holiday will continue as planned. Where possible, attempts will be made to ensure that you can carry on with your original holiday arrangements.

Should you feel the need to make a complaint, please detail the matter in writing and post it to: Travel Trust Association, Albion House, High Street, Woking, Surrey, GU21 6BD.

You will need to enclose copies of any previous correspondence that you may have had and any paperwork that is at all relevant e.g. receipts, invoices, etc. Upon receipt the Travel Trust Association will act as an independent intermediary in your grievance and shall liaise between both parties. Should the response that you receive not be satisfactory, the TTA can then offer you an arbitration service. The arbitration service is administered and managed independently from Travel Trust Association.

16. Variation of conditions of contract

No employee, servant, agent or associate of African Star Tours may vary, add or remove any booking conditions without the written consent of the CEO. Do not accept any variation in terms that has not been authorised by these individuals as it is NOT valid.

17. Data protection/privacy

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we and your travel agent 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 the information on to the relevant suppliers of your travel arrangements such as airlines, 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, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

Your data controller is: African Star Tours Ltd

You are entitled to a copy of your information held by us. If you would like to see this please contact us and we may make a small charge for providing this to you.

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please write to us. We may also provide your details to selected third parties for similar. If you do not wish to receive such approaches in the future, please write to us.

18. Force Majeure

In the event of force majeure African Star Tours may need to make significant changes to a holiday pre-departure, or to cancel, without having to compensate the client African Star Tours is also released from any liability for a failure to provide the package holiday contracted for, although we will still seek to provide prompt assistance to any customers in difficulty in resort. African Star Tours help customers affected by an event of force majeure, but will not be liable to compensate the customer because ultimately can not be considered at fault. All clients should check their travel insurance prior to travel to identify what cover they have in place.

19. Travel Insurance

It is the responsibility of the client to ensure that they have adequate travel insurance in place prior to travel. African Star Tours will ask clients to provide details of their travel insurance prior to travel. However, the onus on having adequate insurance in place from the point of booking remains with the client.

20. Booking During Covid-19

FCDO advice

Please note that the Foreign, Commonwealth & Development Office (FCDO) currently advises against all but essential travel to a number of overseas destinations, including popular holiday destinations in which we operate. However, many of these destinations remain open and welcoming to UK tourists and flights to and from these destinations continue to operate. Whilst holiday destinations remain open to UK tourists, flights continue to operate and holiday services can be performed, we will continue to offer holidays to our customers who wish to travel.

If you book a holiday with us during the Covid-19 pandemic, you confirm that you have checked, understand and accept the FCDO travel advice relating to your chosen destination, including where there may be a requirement on you to quarantine upon your return to the UK (or in destination), and understand and accept that there is a heightened risk of travelling during the Covid-19 pandemic, beyond that associated with travel during ordinary times. You are also required to purchase a specialist travel insurance which includes certain cover for Covid-19.

You are required to read and accept this Acknowledgment of Risk [INCLUDE LINK TO WAIVER] which hereby forms part of your contract with us.

Travel advice

For up-to-date travel advice from the UK government, visit www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk>. We recommend that you consult these websites before booking in order to make an informed decision about your chosen destination, and again before departure.

Insurance

You must purchase specialist travel insurance policy available which includes specific cover for Covid-19 related issues and incidents which may affect your travel arrangements [and travelling to a destination subject to a FCDO advisory against travel], You can choose to purchase the travel insurance offered by us on our website or a comparable alternative. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your

particular needs. Please read your policy details carefully and take them with you on holiday. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

Cancellation – the following clauses are in addition to our standard cancellation terms and charges:

Where you are choosing to travel to a destination subject to the FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay our standard cancellation charges as shown in clause xx of these booking conditions – you are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel.

Where your chosen destination is exempt from the FCDO advisory against non-essential travel at the time of booking but is subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges as shown in clause xx of these booking conditions, as you made your booking with full knowledge of the risks of travelling during the Covid-19 pandemic.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- (a) If you, or anyone in your booking party, test positive for Covid-19, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us immediately as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- a. Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by suppliers);
- b. If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to compliance with the requirements within our booking conditions;
- c. Cancelling your booking, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance – please check your policy wording.

If this happens whilst you are on your holiday, please notify us immediately and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. Your travel insurance may cover some of these costs for you – please check the policy wording.

- (b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with your holiday, or any part of the holiday, or you are required to self-isolate within the destination. Your travel insurance may cover some of these costs for you – please check the policy wording.

Your holiday experience

You acknowledge that the suppliers providing your holiday will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability and temperature testing. We do not expect these measures to have a significant impact on your enjoyment of your holiday and all measures will be taken with the purpose of securing your safety and those around you.

Events Beyond Our Control

In these booking conditions, “Events Beyond Our Control” means a situation which is beyond our or the supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel. Except where otherwise stated in these booking conditions, we have no liability including for compensation, costs and expenses in such situations.