**Booking Conditions**

**Cedarberg Travel Ltd trading as Cedarberg Africa**

Please read the following conditions and the General Information section carefully. A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. Your contract is with Cedarberg Travel Ltd of Long Cottage, King Henry’s Road, Lewes, BN7 1BU (Reg: 298 1718) and is subject to English law and the exclusive jurisdiction of the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

**1 Payment and Confirmation Invoice**

To book your holiday, you must sign and return a completed booking form together with the deposit requested, generally 20% per person (any higher requirement will be advised in your proposal letter). If flight tickets require immediate issue, then these will also need to be paid for at the time of booking. The balance of payment due must be received by us at least 9 weeks prior to the date of departure – normally, you will not receive a reminder. If you do not pay the balance in time we may cancel your booking and retain your deposit. In the case of bookings made less than 9 weeks before the date of departure, full payment must accompany the booking form. When we receive your booking form and deposit, we will reserve your chosen travel arrangements and will send you, or your agent, our confirmation invoice. Although we will endeavour to meet, where possible, special requests made in writing on your booking form, no guarantee can be given.

**2 Travel Documents**

Travel documents will normally be forwarded to you 10 to 14 days before the date of departure unless you have made a late booking or late payment. The name(s) listed on your confirmation invoice will appear on your airline tickets and must match the name(s) on your passport(s). Airlines will not permit passengers to travel who cannot comply with all regulations.

**3 Your holiday cost, price changes and surcharges**

(i) The prices on our brochure and website sample itineraries are indicative, accurate at the time of publication, but cost elements may vary dependent upon your travel requirements. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(ii) When you buy a flight-based holiday, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent’s obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

(iii) You can choose to pay for your holiday in full when booking in which case your holiday price will be fixed at the price quoted at that time. If you only pay a deposit, Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents’ commission. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within 14 days from the date on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**4 If you wish to make changes**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

**5 If you cancel your holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 6. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Should one or more members of a party cancel, it may increase the per person holiday price of the remaining members. If a member of your party is prevented from travelling, but you wish to transfer the arrangements to another person, cancellation fees will not be charged. However, both the original traveller and his replacement will be liable for additional costs incurred in making the transfer (which may be significant), reasonable notice must be given and it must be possible to book a new airline seat in the replacement name.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

**6 If we change or cancel your holiday**

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

*Changes* If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options don’t apply for minor changes. Examples of minor changes include 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, changes of carriers.

*Cancellation* We will not cancel your travel arrangements less than 9 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).In some cases we will pay compensation (see below). Insurance If we cancel or make a major change and you accept a refund, we will consider an appropriate refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy.

*Compensation* If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

**Force Majeure**

Cedarberg Travel Ltd. accepts no responsibility for and shall not be liable in respect of any loss or damage or alterations, delays or changes arising from circumstances outside its control including, but not limited to, war or threat of war, riot, civil strife, industrial dispute, terrorist activity (actual or threatened) and its consequences, natural or nuclear disaster, fire or adverse weather conditions, government action, unavoidable technical problems with transport, machinery or equipment, power failure, level of water in rivers, closure or congestion of airports, epidemic or pandemic illness.

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|  | **IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY** | **IF WE CANCEL YOUR HOLIDAY** | **IF YOU CANCEL YOUR HOLIDAY** |
| *Period before departure within which notice of Cancellation or major change is received by us or notified to you* | *Amount you will receive from us* | *Amount you will receive from us* | *Amount of cancellation charge* |
| More than 63 days | £10 | Deposit Only | Deposit Only |
| From 43 to 63 days | £15 | 100% of holiday cost (+£15.) | 30% of holiday cost\* |
| From 31 to 42 days | £20 | 100% of holiday cost (+£20.) | 60% of holiday cost\* |
| Less than 31 days | £30 | 100% of holiday cost (+£30.) | 100% of holiday cost |

\* NB As our holidays are tailor-made, in certain cases the airline may have applied certain ticketing deadlines to your booking and this may result in higher cancellation charges. This also applies to certain hotels, who may often charge a higher cancellation fee regardless of the above-mentioned timeframes, and you may therefore be charged a higher amount than detailed above. It is therefore important to enquire for details at the time of booking and cancellation.

**7 Travel Insurance**

We are especially concerned that all our clients are adequately insured (both in case of illness abroad or cancellation/curtailment). By choosing not to be insured you agree to indemnify the Company against all costs, losses and liabilities which we may incur and which are not our liability under this contract and which would have been avoided had suitable insurance cover been taken by you.

**8 Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for us copies of the transport contractual terms, or the international conventions. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted. NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

**9 Prompt assistance in resort**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

**10 Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

**11 Flight Routings, Timings and Delays**

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority (CAA) 020 7453 6888, www.caa.co.uk/

In the event of delayed departure, the airline will be responsible for making any necessary arrangements. Arrangements for refreshments and, if necessary, for overnight accommodation in the event of a lengthy delay will be the responsibility of the airline concerned. However, if these delays have led to onward flight connections being missed, the carrier is not responsible for any costs involved, or for any unused holiday services, though they will offer a remedy, subject to their conditions of carriage. Our brochures, website and proposals are our responsibility, as your tour operator. Information is not issued on behalf of and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

**12 Complaints and Problems**

We do our best to give you an enjoyable, trouble-free holiday but occasionally even the best-laid plans can go wrong. In the event of a problem whilst you are on holiday, please inform the relevant supplier (e.g. hotel manager) and our local representative immediately. If this is not possible or does not resolve the issue, then contact our UK Office. This gives us the opportunity to investigate and put things right while you are away and failure to do so could affect your rights. If the matter cannot be resolved locally, please send details of your complaint to us in writing, preferably within 28 days of your return.

If local resolution efforts fail, you may refer the matter to a court of law. We are a Member of ABTA, membership number Y6051 We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you ABTA’s scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can’t resolve your complaint, go to www.abta.com to use ABTA’s simple procedure. Further information on the Code and ABTA’s assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at http://ec.europa.eu/consumers/odr/. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

**13 Passport, visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**14 Financial Protection**

We provide full financial protection for our package holidays. For flight-based holidays this is through our Air Travel Organiser’s Licence number 3748 issued by the Civil Aviation Authority, 5th Floor, 11 Westferry Circus, London E14 4HE, UK, telephone 0333 103 6350, email claims@caa.co.uk. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren’t 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 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.

When you buy a package holiday that doesn’t include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk (Membership Y6051). In the event of our insolvency, this provides protection for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with us. In the above circumstances, if you have not already travelled, you may claim repatriation to the starting point of your non-flight package. For further information please see www.abta.com.

In the unlikely event of our insolvency, either the CAA or ABTA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking.

More information about Package Travel contracts is found in [The Package Travel and Linked Travel Arrangements Regulations 2018](https://www.legislation.gov.uk/uksi/2018/634/contents/made)

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