



## TERMS & CONDITIONS FOR ALL BOOKINGS

### 1. Our details

We are Tanzania Odyssey Limited of 5 The Mews, 6 Putney Common, London SW15 1HL (registered in England under company number 3858540) ("TO", "we" or "us"). We trade under a variety of trading names including Africa Odyssey, South America Odyssey and Asia Odyssey. All bookings are subject to the following terms and conditions. These terms and conditions are not intended to exclude or limit any responsibility on our part which by law cannot be excluded or limited, or to exclude or limit any legal rights you may have. We may need to amend these terms and conditions from time to time.

### 2. Your booking

We will create a tailor-made holiday to suit your personal requirements. There will be a binding contract in respect of your booking when we receive payment of your deposit or for bookings made less than 120 days before your departure date when we receive payment in full. The party organiser accepts these terms and conditions on behalf of each member of the booking party and is liable for making full payment in respect of each member of the booking party (including anyone added or substituted at a later stage).

**DEPOSIT** – The price quoted in a deposit invoice can be accepted by making the specified initial payments within 7 days; beyond 7 days we reserve the right to vary the price of your booking. The initial payments will comprise (a) a deposit representing a percentage (usually 20% unless particular elements of your trip require a higher deposit) of the total price of your booking, plus (b) any additional payments payable up front (for example but without limitation in respect of gorilla permits or international flights).

**BALANCE PAYMENT** - Full payment of the balance due must be made 120 days before your departure date. (For bookings made less than 120 days before your departure date, we require payment in full.) If full payment is not received by the due date, we reserve the right to cancel your booking, retain the deposit, and apply a cancellation charge as set out in paragraph 6. In such circumstances we will have no further liability to you.

### 3. Medical conditions and disabilities

We make every effort to accommodate medical conditions and disabilities. Full details of any medical conditions or disabilities affecting any member of your booking party must be given to us in writing before your booking is confirmed, in order to enable us to advise you appropriately and to make any necessary arrangements. We reserve the right to cancel a booking if we become aware of any such matters which were not notified to us in advance if we feel it is necessary to do so. We cannot accept liability in respect of any issues arising from any such matters not notified to us before your booking is confirmed.

### 4. Documentation

Please read very carefully all documentation we send you as soon as you receive it and contact us immediately if anything is incorrect. We regret we cannot accept any liability for any errors which are not notified to us within 14 days.

### 5. Amendments by you

We make every effort to accommodate requests for amendments wherever it is reasonably possible to do so. Amendments may incur additional charges, which will affect the total price of your booking. We also reserve the right to charge a reasonable amendment fee for each amendment. If you insist upon an amendment which we are not able to fulfil, such request will be treated as a cancellation of the original booking and will incur a cancellation charge as set out in paragraph 6.

### 6. Cancellation by you

You may cancel your booking at any time by notice to us in writing (including email), which will take effect immediately upon receipt. Any additional payments payable up front (for example in respect of gorilla payments or international flights) are non-refundable and will be forfeited. In addition, cancellation charges are payable on a sliding scale as a percentage of the total price of your booking (excluding the additional payments) depending on when you cancel, in accordance with the following table:

Period from written cancellation to the departure date	Cancellation charge - percentage of total price
More than 120 days	Deposit only
Between 91 and 120 days	35%
61 and 90 days	70%
31 and 60 days	90%
30 days or less	100%

You may be able to recover a proportion of these charges under your travel insurance and we will be happy to provide you with a cancellation invoice for these purposes.

### 7. Amendments by us

We reserve the right to make amendments to your booking at any time if it is necessary for us to do so.

Minor amendments which we would not reasonably expect to have a significant effect on your trip (for example a change of accommodation to another provider of the same standard) will be notified to you as soon as possible. No compensation will be payable.

If we have to make a major amendment to your booking (for example a significant change in the standard of accommodation) then you will have the option either to accept any such amendment together with any partial refund if we are able to offer one, to change your booking to an alternative trip with us of a comparable standard if we are able to offer one, or to cancel your booking and receive a refund of all monies paid, plus compensation of £50 per person unless the amendment is due to unavoidable and extraordinary circumstances, i.e. a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.



## 8. Cancellation by us

We reserve the right to cancel your booking at any time if it is necessary for us to do so, for example in unavoidable and extraordinary circumstances, i.e. a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (for example war, threat of war, civil strife, riot, civil disorder/unrest, strike or other industrial dispute, actual or threat of terrorist activity, natural or nuclear disaster, fire, technical problems with transport, cancellation or amendment to any scheduled flight, closure, congestion of airports or ports, or adverse weather conditions).

If we have to cancel your booking we will endeavour to offer you an alternative trip of a comparable standard. You will have the option to either accept any such alternative trip or to request a refund of whatever monies we are able to recover from our suppliers in respect of your trip. We will use all reasonable endeavours to recover as much as possible on your behalf.

## 9. Pricing

The price of your itinerary will be based on known costs at the date of issue of the itinerary. We reserve the right to increase the price of your trip after you have booked but no later than 30 days before the departure date, due to any increases in our costs of supplying your holiday (for example VAT, park/reserve/concession fees, transportation costs such as fuel, scheduled air fares and any other airline surcharges, or significant exchange rate fluctuations). We will absorb any increase amounting to 2% or less of the total price and will only pass on any increase above that level. If the increase is more than 8% of the total price of your itinerary, you will have the option either to accept the new price, to change your booking to an alternative trip with us if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or to cancel your booking and receive a full refund of all monies paid. The option to cancel will be available for one week from the date you are told of the change.

## 10. Our responsibilities

We accept responsibility for ensuring that your booking is supplied as described and that services provided will reach a reasonable local standard. However, 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.

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 booking 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 (which may limit their liability to you), and these conditions are binding between you and the supplier. 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 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.

Please note that we cannot accept any responsibility or liability for any claim whatsoever arising as a result of any of the following: (a) the fault of the person(s) affected or any member of their party (b) the fault of a third party not connected with the provision of your trip, which we could not have predicted or avoided (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, or (d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

Please also note we cannot accept any responsibility or liability for any additional services, tours or excursions you may use or undertake which have not been organised by us and which are not listed in your itinerary. Your contract for any such service, tour or excursion will be with the relevant supplier or operator.

We accept liability as above only in respect of claims notified to us in writing as soon as reasonably possible and in any event within one month of the last day of your itinerary.

## 11. Carriers

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

## 12. Your Responsibility

It is your responsibility before you travel to take professional advice with regard to inoculations, to ensure that your travel documents, passports, visas and vaccination certificates are in order, and to check the current status of any governmental advice or decree regarding foreign travel or admission of travellers to your destination. Our pre-departure information sheet offers general information and advice which is correct at the time of writing to the best of our knowledge but we do not accept liability for it. We cannot be held responsible if you fail to comply with any current requirements. It is your responsibility to check-in in good time for all flights and to present yourself at the appropriate place and time for all pre-booked components of your holiday. No credit or refund will be given if you fail to take up any component of your holiday or if you lose any travel documents. We draw your attention to the fact that there are certain inherent risks involved in travelling in Africa and by travelling, you accept such risks.

## 13. Insurance

It is a condition of your booking that all clients must have in place travel insurance which covers All Risks including abandonment and which adequately meets their requirements in all respects.

## 14. Consumer Protection

When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 5397. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking.

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.

For further information please visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking.

#### **15. The Law**

These terms and conditions together with all correspondence form part of your contract with us. 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 relating to this 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 or she will endeavour to put things right. If this does not resolve the matter please send us full details in writing as soon as possible and in any event within 28 days of your return. If you fail to follow this procedure, we will not have the opportunity to investigate and rectify the problem and therefore we will be unable to accept any liability.

30/3/20