



REGISTERED OFFICE
1276/1278 Greenford Road, Greenford,
Middlesex UB6 0HH
TEL: +44 (0)1622 432109 / (0)203 1980 484
Email: info.sales@gazellesafaris.com / info@ubonsafari.com

BOOKING TERMS AND CONDITIONS

USER AGREEMENT

Terms and conditions effective from 01st October 2016.

UBON Safari / Gazelle Safaris is an independent limited company incorporated in England (company number 8306294) whose registered office is at Unit 6, Hill Farm, Linton Hill, Linton, MAIDSTONE, KENT, ME17 4AL.

We are bespoke safari / holiday specialists and travel organisers. Our business operates out of the United Kingdom ('UK') and our services are as advertised.

PLANNING YOUR TRIP

Our aim is to give you value for money and provide the right advice and guidance to your dream holiday. Call us on +44 (0) 203 198 0484 or email us on: info@ubonsafari.com or info.sales@gazellesafaris.com

ILLNESS & DISABILITIES

If you or any other members of your party suffer from a disability or any other medical conditions, please tell us before you book so we may advise you appropriately.

Many destinations offered may not have the disabled facilities such as ramps and lifts. A fair level of fitness is a requirement when you book the holiday with us.

Medical facilities may not be readily available especially on African safaris, although we will do our level best to provide assistance in emergencies.

TRAVEL BY AIR

Air travel can cause problems for some people with circulatory or bronchial problems, such as deep vein thrombosis. It is imperative for anyone with high blood pressure or respiratory problems should consult your doctor for advice before you book and in good time before your departure.

PASSPORTS / VISAS / HEALTH

Passport is the important document required to travel, which should be valid for six months at the time of your travel. Some destinations also require visas and you should contact the Embassy or Consulate of the country, which you are planning to visit in good time before you travel. You should also contact your doctor or a specialist vaccination centre for details of the measures you will need to take prior to departure. All children should travel on full passports. It is your responsibility to ensure that you have all the correct documentation for the holiday including passports, visas, health certificates and international driving licenses.

We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents.

FLIGHT DELAYS / CANCELLATION

Unfortunately, delays / cancellations may occur. Depending on the length of the delay / cancellation and surrounding circumstances, the airline concerned should provide refreshments when and where appropriate. UBON Safari Limited is not in a position to provide any assistance in the event of flight delay / cancellation and cannot accept any liability except where expressly stated in these Booking Conditions.

There may be Flight delays or Cancellations which are beyond our control. We'll try everything in our control to find the best alternatives, which means UBON Safari will have to reroute the itinerary.



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BOARDING REGULATIONS

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you as the full amount of your entitlement to any compensation or other payment is covered by the airlines obligations under these regulations.

For further information you should contact the [Civil Aviation Authority](#).

The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.

SPECIAL REQUESTS

Where special requests such as diet, room location, twin or double bedded room, a particular facility or flight seat are an important factor in the choice of holiday, you must advise us before a booking is made. We will pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

HOW TO BOOK AND PAY FOR YOUR HOLIDAY

BOOKING YOUR HOLIDAY

Once we have discussed your requirements we will send you a tentative itinerary with costs per person. You should check that these meet with your approval and contact us as soon as possible to make any changes. Once the itinerary and price has been agreed in principle you can book the holiday by completing and signing our booking form and returning it to us with a deposit of **30%** of the holiday price per person, or such other sum as we may notify to you at the time of booking.

In some cases a 100% non-cancellable/non-refundable policy will be required depending on the time limit of the Safari when booked and depending on the terms and conditions of the suppliers. Kindly contact us for further information when booking.

Payment can be made by cheque or bank transfer in favour of UB ON Safari Limited through the Bank. If for any reason we do not accept your booking your deposit will be returned. Your contract with UB ON Safari Limited will come into existence on the date on which we accept your booking in writing and issue a confirmation invoice.

When you make a booking you are confirming that you understand and have accepted on behalf of yourself and all members of your party our booking conditions. All contracts with UB ON Safari Limited are made in England subject to these booking conditions and are subject to English law and the exclusive jurisdiction of the English Courts.

Many airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to provide us with your passport copy that indicates these details.

It is important for you to check the details on the confirmation invoice when you get it. In the event of any discrepancy please contact us immediately. If you arrange your holiday directly with us all correspondence and other communications will be sent to the email address specified by you on the booking form, which will be that of the first person named unless otherwise indicated by you. If your booking is made through a travel agent, all communications will be with that agent – who acts as agent for you in regard to all communications from us to you.



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MAKING THE PAYMENT

PRICING

Our suggested itineraries are prepared in advance well before the start of your holiday and the prices quoted for these itineraries are for guidance only.

The price may change at the time of the booking and you will be advised of the revised price applicable to the travel arrangements before you commit yourself.

After a booking confirmation is made and a deposit received, a confirmation invoice will be sent to you detailing the total cost balanced to pay.

The full payment is due to reach us not less than 65 days before departure date. If we do not receive the payment balance in full 65 days before departure, we reserve the right to cancel your booking, and forfeit the deposit by way of cancellation charges.

If you make a booking within 65 days of your departure date then you must pay the full cost of the holiday at the booking stage. Any funds you have paid to the travel agent will be held by the agent on your behalf.

ITINERARY & TICKETS

After the final payment has been made, you will receive your flights tickets together with other information i.e. detailed itinerary concerning your holiday. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24-hour clock system, may have been adjusted since you received your invoice. You are responsible for checking in at the correct time and we cannot accept responsibility if you miss a flight due to late check-in unless this is as a result of our negligence or that of our employees or agents.

YOUR FINANCIAL PROTECTION

At UBON Safari / Gazelle Safaris, we take the subject of financial protection very seriously.

Many of the flights are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services provided by us. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

UBON SAFARI, Gazelle Safaris acts as an agent for various ATOL holders. Details of the ATOL license that will protect your booking will be provided prior to booking and will be detailed on your receipts in invoices.

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.

When we sell a flight ticket as a retail agent of an ATOL holder your money is fully protected in the event of failure of the ATOL holder by the Civil Aviation Authority (CAA). The documentation provided will include the ATOL number of the appropriate ATOL holder.

INSURANCE

We advise all our guests to carry adequate comprehensive travel and medical insurance to cover themselves, as well as any dependents/travelling companions for the duration of their trip. It is compulsory that all travellers take out comprehensive travel insurance covering personal effects, accident, medical and emergency travel expenses, cancellation and curtailment.



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For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance.

We will require your insurance policy details at the time of finalization of your booking. Please keep your insurance details with you whilst on holiday.

AMENDMENTS AND CANCELLATIONS

As a buyer you should be aware that all sales are final.

Unless otherwise stated in the sales description, once acceptance has taken place all sales are final, if alterations or cancellations are available from the supplier they may have their own Terms and conditions, which will be applicable with charges.

UBON SAFARI LIMITED, GAZELLE SAFARIS will however do its level best to assist you in any alterations or cancellations but cannot guarantee that such attempts will be successful and cannot be held liable for any charges incurred to you.

Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If there is a possibility to make the change, there will be an administration charge of £50 per booking, and payment of any other costs incurred as a result of the change. All scheduled airlines normally regard changes as a cancellation and rebooking, therefore any alteration may incur a 100% cancellation charge in respect of the airfare.

TRANSFER OF BOOKINGS

If for any reason the person named on the booking form is prevented from travelling (i.e. due to illness, the death of a family member), we will agree to transfer the booking to another person. However this person must satisfy all the conditions applicable to the package, which will be subject to both persons accepting liability for full payment of the holiday costs and any additional costs arising from the said transfer.

This will also be subject to the agreement of our suppliers (Air tickets do not allow name change, hence the transfer of an Air Ticket would not be possible. A new ticket with 100% full fare charge will be applicable).

All transfer requests must be received in writing within 20 days of the departure date. There will be an administration charge of £75 per person for requests made before departure.

Cancellation Policy: UBON / GAZELLE reserves the right to charge cancellation fees for booking services rendered. In addition, UBON / GAZELLE is obliged to pass on cancellation penalties as levied by the hotels, lodges and service providers concerned. UBON / GAZELLE will always try to have cancellation fees waived where possible or will negotiate to have these reduced or curtailed. However, hotel, lodges and third party service providers have a right to charge cancellation fees and the non-refundable deposit is held in order to cover these costs should the occasion arise. Cancellation charges vary hugely between hotels and lodges, and between various African countries.

In an effort to give a standardised policy, the following cancellation charges apply:

WHAT HAPPENS WHEN YOU CANCEL YOUR BOOKINGS

Any cancellation must be notified immediately to us in writing by the person who made the original booking. Cancellation will take effect from the day we are notified in writing.

In all cases of cancellation the deposit and any amendment charges will be forfeited.

Please note any costs for International flights are 100% Non – Refundable.



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The charges will be as follows depending on when the cancellation request is received.

FORFEIT THE FOLLOWING:

Deposit	Non-Refundable
65 – 30 days	65% of Total holiday cost
29 – 15 days	80% of Total holiday cost
14 days or less	100% of Total holiday cost

We strongly advise you to take out full Travel Insurance, covering against loss of deposit due to cancellation of holidays.

There may be some services on a booking, which require full payment or a deposit at time of confirmation. These include, but are not limited to, scheduled flights, Festive Season deposits and extraordinary property deposits. These are payable on receipt of invoice and are non-refundable, and these deposit payments are over and above the cancellation policy stated above. No refund will be made for no-shows or unused services whilst travel is under way.

Please note the above cancellation policy applies to all bookings. Group booking terms and conditions will be advised separately.

WHAT HAPPENS WHEN WE CANCEL OR ALTER YOUR BOOKINGS

Most of the time the changes are very minor changes. If there is a significant change we will notify you. A significant change is a change made before departure, taking into account of the information given to us at the time of your booking and which may have a major effect on your itinerary.

Significant changes may include the following changes when made before departure by the supplier:

- Changes could be due to weather conditions at the area, which may result in certain amenities in your itinerary not to be available.
- Hotels and resorts carry out general refurbishments to maintain standards.
If we are informed of such work, we will try to notify you of any activity as soon as possible.
- Change of accommodation to that of a lower official classification or standard for the whole or a major part of your itinerary,
- Change of accommodation area for the whole or a major part of your itinerary,
- Flight timings are subject to change and we will notify you as soon as we are made aware of any changes of outward departure time of 12 or more hours on your flight schedule.
- Change of UK departure / arrival point from your original booking,
- An overbooking at one or more of the hotels or flights,
- Overbooking of tours, which may affect your itinerary by missing out one or more major destination substantially or altogether.
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Although we expect to provide you with the original itinerary chosen by you, we have no control over the independent suppliers we use such as ground handlers, hotels & flights. Therefore we reserve the right to make changes on your itinerary.

When cancellations or changes do occur, UBON Safari Limited / GAZELLE Safaris will not be held liable for extra costs incurred for example for travel expenses, or other accommodation, which you may be able to claim on your travel insurance.



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We are not liable to pay for any compensation if we are forced to cancel or change your holiday due to situations outside our control or the control of our suppliers. For example Terrorism activities, Threat of War, Act of God, Transport problems, Flight cancellations or delays.

In an unlikely event of the supplier cancelling or amending your reservation after the booking has been made, we will communicate with you as soon as possible and give you the following options if there is time to do so before departure.

Alternative travel arrangements with the services of equivalent price, if available

Alternative travel arrangements with the services of higher or lower price with a supplement if the cost is higher than that of the original price or receive refund if the cost is lower than that of the original price of the package,
OR

Cancellation of the Holiday with a full refund

We act as an agent for the supplier; they may not give the above options where any change made is a minor one. A change of flight time of less than 12 hours, airline type or aircraft (if advised) or destination airport usually qualify as minor changes.

SUPPLIERS' CONDITIONS:

UBON Safari / GAZELLE Safaris use reputable Ground handlers, carriers and suppliers. Most of the services including accommodation and transport are provided by individual suppliers. All bookings are subject to Third party Terms and Conditions of these service providers. Many of these third parties require a waiver of responsibility to be signed, which may limit your rights in relation to those suppliers.

HEALTH & SAFETY

It is imperative you follow the rules in terms of health and safety of the country you are visiting.

You must take all precautions to minimize the risk of any sickness especially for pregnant women, children and the elderly.

We advise you to check with your GP and Travel Clinic for more information on the vaccinations you may require to visit the country. Visit the [Travel Clinic website](#) for more information.

Always use mineral water for brushing and drinking when in the tropical countries.

Visitors are advised to take anti-malaria tablets and make use of mosquito nets and insect sprays / repellants where needed. Health insurance through your travel agent or any other agent is a must before travel.

In the wild and on beach resorts, you may find insects and cockroaches, which are part and parcel of the African countries. If you feel uncomfortable in your hotel / camp / lodge rooms you must inform the hotel staff who would be able to assist.

ELECTRICITY

In most African Countries, the voltage is 215 – 230 Volts, 50 Cycles AC. Lodges in the parks run on generators. Lights go off at about 10 or 11 pm at night and come on at about 6am. You are advised to charge your cameras and phones on time.

COMPLAINTS

If you have a complaint whilst on holiday with any aspect of the hotel, resort or experience, kindly take it up with the hotel management, Tour operator or representative directly at the time so they act on it immediately. If you are still not satisfied, then please contact UBON Safari Limited / GAZELLE Safaris within 30 days of return. We will acknowledge the receipt within 14 days and a full response will be sent to you within 28 days after an



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investigation. However there may be some delays whilst investigation takes place. UBON Safari / GAZELLE Safaris will do its best to assist you.

EMERGENCY CONTACTS

You will be provided with Emergency contacts on your Itinerary.

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, acts of God, power outages, war, riot, industrial dispute, closure of airspace, governmental restrictions, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

MODIFICATION OF TERMS & CONDITIONS

We reserve the right to change the terms, conditions and notices under which this Web site is offered without prior notice.

OUR LIABILITY TO YOU

You agree that Company's entire liability, and your exclusive remedy, with respect to any service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such service(s). Company shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of its services or for the cost of procurement of substitute services. To the maximum extent permitted by law, UBON Safari Limited / GAZELLE Safaris accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

Nothing in these terms and conditions excludes or restricts UBON Safari / GAZELLE Safaris Limited's liability for death or personal injury resulting from any negligence or fraud on the part of UBON Safari / GAZELLE Safaris Limited.

Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

You agree that neither UBON Safari / GAZELLE Safaris, nor its officers, Directors, Employees, Consultants, Agents, Shareholders, Affiliates, Licensors, Content providers or Suppliers shall have any liability to you under and theory of liability or indemnity including but not limited to liability for consequential, indirect, incidental, special or punitive damages whether in action under contract, negligence or any other theory, in connection with your use of the web-site including, but not limited to:

Your use or inability to use the Website;

Your reliance on content on the Website; and

Any goods, services or other websites advertised on the website, even if UB ON Safari / GAZELLE Safaris or such related party has been advised of the possibility of such damages.

You hereby release and forever waive any and all claims you may have against UB ON Safari / GAZELLE Safaris, its Officers, Directors, Employees, Consultants, Agents, Shareholders, Affiliates, Licensors, Content



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providers or Suppliers (Including but not limited to Claims based upon the negligence of such parties) for losses or damages you sustain in connection with your use of the website.

CURTAILMENT

If you decide to cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances your travel insurance may offer cover for curtailment.

PROBLEMS AND EMERGENCIES

If any problems arise whilst you are on your holiday, kindly contact the manager of the hotel or our representative in the area. We would prefer to resolve any problems at the source and at the time of the incident in question if possible. If this does not resolve please contact our UK office.

Please see our terms and Conditions for further details. If you fail to follow the simple complaints procedures set in the Terms and conditions, your right to claim any compensation you may otherwise have been entitled to may be effected or even lost as a result.

UBON Safari / GAZELLE Safaris contact numbers are: +44 (0) 203 1980 484

Other contact details will be found in your Travel Itinerary provided.

UPON RETURN FROM YOUR HOLIDAY

If a problem remains unresolved during your holiday, you should make a complaint in writing to UBON SAFARI / GAZELLE SAFARIS within 28 days of the completion of the holiday. Please remember to quote your holiday booking reference and telephone number. We will do our best to investigate and reply to you within 28 days of receipt of your letter.

Our commitment to you for personal injury claims (unconnected with arrangements made by us)

Should you or any member of your party suffer illness, personal injury or death through any misadventure during your holiday arising out of an activity, which does not form part of your holiday arrangements provided by UBON SAFARI / GAZELLE SAFARIS, we will, in our reasonable discretion, offer you advice, guidance and assistance.

Any request for assistance must be made within 90 days from the date of the misadventure in question.