

# Booking Conditions



These conditions, together with relevant holiday descriptions and the general information, form part of the Client's contract with the Company (Discovery Worldwide Ltd, registered no. 3484973). The signatory of the booking form accepts these contract terms on behalf of everyone named in the booking or added subsequently, and the words "the Client" and/or "you" in these conditions should be construed accordingly.

**1.** There will be no contract between the Company and the Client until the Client has signed a booking form and paid a deposit of £600/US\$900/€700 or more per person and the Company has issued a Confirmation Invoice. However, for bookings made within 70 days of travel, a contract shall be deemed to exist once the Client or the Client's travel agent has made the booking "definite" by telephone and the Company has confirmed full holiday details, on the telephone to the Client or Agent. Full payment will be due immediately for bookings made within 70 days of travel. [Subsequent cancellation of the holiday by the Client is subject to the charges in Clause 4]. Any monies paid by the Client to a travel agent will be held by the travel agent on the Company's behalf until such time as they are paid across to the Company.

NB. It is a condition of the contract that the Client will take out the travel insurance negotiated by the Company or a policy which is equally comprehensive in all respects.

**2.** The balance of the price is payable not less than 70 days prior to departure date. If the balance has not been paid by 56 days prior to departure, the Company will cancel the booking and levy the cancellation charges set out in Clause 4.

**3.** Special requests should be indicated on the booking form or requested in writing. The Company will try to arrange for special requests to be met, but cannot, and does not, guarantee that they will be unless a supplement is paid. Adding requests after booking may incur an amendment charge.

**4.** Should the Client wish to cancel the holiday, this must be done in writing to the Company. A written notification must be received by the Company by recorded or registered mail. No cancellation will be effective until such written notice is received by the company. The Client will be liable to pay the following cancellation charges:

75 days - or more	Deposit only
74 days - 60 days	50%
59 days - 45 days	60%
44 days - 30 days	75%
29 days - 15 days	90%
14 days - 0 days	100%

Please note that any cancellation is subject to payment of an administration fee of £50/US\$80/€60 per person and any associated costs of the cancellation imposed by our suppliers. The Company reserves its right to pass on to the Client any cancellation charges imposed by its suppliers which are in excess of the cancellation charges set out above.

Please note that insurance premiums are non-refundable. Should one or more member(s) of a party cancel it may increase the per person holiday price of those still travelling.

**5.** A fee of £50/US\$80/€60 per booking (to Cover administration costs) will be charged For each amendment requested more than 8 weeks before departure to a confirmed booking. Any alteration requested within 8 weeks of departure will be treated as a cancellation of the original holiday (attracting cancellation charges) and a new holiday booking. If the Client is prevented from taking up his booking by illness, jury service, redundancy, unavoidable work commitment or the death or serious illness of a close family member, the Client may transfer his booking to another person acceptable to the Company provided that: (a) the transfer is requested in writing at least one week in advance; and (b) the request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers already received from the Company, full details of the person who will take over the booking, any balance due for the booking and the appropriate administration fee (see below); and (c) the person taking over the agreement agrees to be bound by the booking conditions. The administration fee

will be £50/US\$80/€60 Per booking, plus all charges of whatever nature levied by the Company's suppliers. Clients should be aware that some suppliers, particularly airlines, may charge a 100% cancellation fee and the cost of a new ticket.

**6.** The Company reserves the right to vary the price of the Client's holiday in relation to changes in transport costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports. The Company will not vary the price of the Client's holiday less than 30 days before the date of departure. But if variations occur before that time, the Company will absorb or retain an amount up to the first 2% (excluding insurance premiums and any amendments charges) of the Client's holiday cost. For variations greater than 2% the Company will absorb the first 2% in the case of increases, but will not retain it from refunds. Where a surcharge or refund is payable, there will be an administration fee of £50/US\$80/€60 per person.

If the Company imposes a surcharge which means paying more than 10% of the Client's holiday price, the Client will be entitled to cancel the holiday with a full refund of all monies paid to the Company except for any premium paid for Insurance and amendment charges. Should the Client decide to cancel because of this, the Client must exercise this right within 14 days of the date of the Company's surcharge invoice.

**7.** If the Company makes a major change or cancels the holiday after it has been confirmed but before departure the Client will have the choice of: (a) accepting the cancellation or changed arrangements; or (b) taking another available holiday with the Company (if it is more expensive the Client must pay the difference, but if it is cheaper the Company will make an appropriate refund); or (c) (in the case of a major change) cancelling the holiday and receiving a full refund.

A major change is a change of airport (except between airports serving the same city), a change of area, if this results in materially different facilities and/or anticipated experience or a change to lower grade accommodation for a substantial part of the holiday. (Substantial means 25% or more of the nights spent in-country.) Any other change is minor.

If the Client decides to cancel because of a major change or if the Company cancels a holiday for any reason other than Force Majeure or Low Bookings (defined below), the Company will pay compensation as follows (period before scheduled departure when major change/cancellation is notified/compensation per fare paying passenger): more than 56 days/nil; 56-29 days/£30/US\$45/€35; 28-14 days/£40/US\$60/€45; 13-0 days/£60/US\$90/€65. Force Majeure means unusual and unforeseeable circumstances beyond the Company's control, the consequences of which neither the Company nor its suppliers could avoid, including but not limited to war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, fire, flood, adverse weather conditions or the threat of any of these.

Low Bookings is where an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form. The Company will never cancel a holiday because of Low Bookings less than six weeks before departure. If there is a minor change, the Company is not obliged to notify the Client, although it will try to do so, nor is it liable to pay compensation.

**8.** If the Company becomes unable to provide a significant proportion of a holiday after it has commenced, the Company will make suitable alternative arrangements for the Client at no extra charge to the Client or, alternatively, arrange for the Client to be returned to his point of departure and to receive a pro-rata refund for any ground arrangements not received. The Client should note that accommodation establishments can be damaged suddenly as a result of changes in the local conditions. This may mean that the Client may need to be relocated to another accommodation which could be a

considerable distance from the original accommodation. This will be regarded as suitable alternative arrangements.

**9.** Accommodation which forms part of the Client's booking may only be used by the persons named on the booking form. Subletting is not permitted. The Client must observe the rules of the community (if any) relating to the accommodation and must vacate it by 12.00 noon on the day of departure.

The Client shall behave properly throughout his holiday and, in particular, must not do or permit to be done anything which might lead to damage to any property, injury to any person, or violation of any contract of insurance. The Client will use, occupy and enjoy the accommodation provided as part of his holiday with due care and in a proper manner without allowing the accommodation to become unreasonably soiled. No items, fixtures or fittings shall be removed from the accommodation or left outside at any time. The Client will be responsible for the cost of repairing or replacing any lost, broken or damaged items, including lost keys.

**10.** Flight times are provided by Airlines and are subject to change because of such matters as air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. The Company will not be liable if a flight is delayed. Under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline's duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be publicised at EU airports and available from airlines. If the airline does not comply with these rules, you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengerrights](http://www.caa.co.uk/passengerrights). We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline. Liability of an airline under EU 261/2004 will not entitle you to a refund of your holiday price from us.

In addition, the Client may be entitled to claim under the flight delay section of the Company's recommended travel insurance policy. As between the Client and any individual airlines, the airline's standard conditions of carriage will apply. These may limit or exclude liability in accordance with relevant international Conventions. Copies of these Conventions are available from the Company on request.

**11.** General guidance information concerning passport, visa and health requirements applicable to British Citizens will be given to the Client before the date of departure. However, such requirements are subject to change and the Client is responsible for checking current requirements before departure. It is the Client's responsibility to ensure that he complies with all applicable requirements and takes with him all documents required for his holiday. The Company will not be liable for any failure by the Client to discharge these responsibilities and the Client will have to reimburse the Company for any costs it incurs as a result of such failure on the part of the Client.

**12.** In the very rare event of over-booking by an hotel/lodge/camp/safari of which the Company is not aware before the Client departs, the Client will be offered alternative accommodation on arrival, which accommodation will be of a comparable standard if available. If the location and/or facilities of the alternative accommodation can reasonably be considered inferior to that originally booked, the Company will compensate the Client by paying him the difference in price (if any) between the two properties plus compensation of up to 5% of the original holiday price.

**13.** The Company makes every effort to ensure that all resorts, lodges, hotels, camps and safaris offered in this brochure are described as accurately as possible. However, changes can occur and the Company reserves the right to make such changes, in which case the Client will be informed before his booking is confirmed.

Clients should bear in mind that certain facilities, particularly sports, entertainment and excursions, are subject to demand at any given time. It would not, for instance, be reasonable to expect an excursion to be run unless there is a demand which makes its operation economically viable. If a hotel is equipped with air-conditioning, the period and time of functioning of the system is at the discretion of the hotel management.

**14.** (a) The Company's obligations, and those of the Company's suppliers providing any service or facility involved in the Client's holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where the Company or the Company's supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of the Company's, and its suppliers', obligations.

(b) For claims which do not involve death or personal injury, the Company accepts liability, subject to paragraphs (a) above and (d) below, should any part of the Client's holiday not be as described in the brochure. If the Company accepts liability, the Company will, subject to paragraphs (e) and (f) below, pay the Client compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances (excluding any insurance premiums or amendment charges). Any sums received by the Client from suppliers such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of the Client's entitlement to compensation to all matters flowing from the airlines actions) will be deducted from any sum paid to the Client as compensation by the Company.

(c) For claims which involve death or personal injury as a result of an activity forming part of the Client's holiday, the Company accepts liability subject to paragraphs (a) above and (d) below. If the Company accepts liability, it will, subject to paragraphs (e), and (f) below, pay the Client reasonable compensation.

(d) The Company accepts liability in accordance with paragraphs (a) and (b) and (c) above and subject to paragraphs (e) and (f) below except where the cause of the failure in the Client's holiday or any death or personal injury the Client may suffer is not due to any fault on the Company's part or that of the Company's servants, agents or suppliers, and is either attributable to the Client, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or 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 neither the Company, nor its servants, agents or suppliers could have foreseen or forestalled.

(e) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or holiday accommodation, the amount of compensation the Client will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant international Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that the Company is to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international Conventions applicable to the Client's trip.

(f) If the Client chooses to issue court proceedings in respect of a claim against the Company, the Client must do so within 2 years of return from holiday or within 2 years of first discovering the matters so giving rise to the claim, if this is later. If the Client does not, then the Company's liability to the Client will be limited in all cases to a sum of £100/US\$150/€110.

(g) The Client shall assign any rights that it may have against any of the Company's

servants, agents or suppliers which is in any way responsible for the failure of the Client's holiday or any death or personal injury the Client may suffer. The Client shall follow the procedures of notification of complaints set out in clause 15 below.

(h) Other than as set out above, and as is detailed elsewhere in these booking conditions, the Company shall have no legal liability whatsoever to the Client for any loss, damage, personal injury or death which the Client may suffer arising directly or indirectly from any aspect of the Client's holiday.

**15.** All complaints must be made at the time of occurrence to the supplier of the facility or service concerned, to give an opportunity to rectify the cause of the complaint. If unresolved, then the Client should swiftly call the Company directly. (If out of Company office hours, then use the relevant home/mobile/emergency contact numbers listed in Notes for Travellers.) Failure to do so will result in the Client's legal rights being reduced or even extinguished. Any claims whatsoever against the Company must be submitted in writing to the Company on the Client's return. Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the client wishes) be referred to ATO's INDEPENDENT DISPUTE SETTLEMENT SERVICE.

**16.** The air holidays and flights in with these trips are ATOL Protected since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 5206. We will provide you with the services you have bought (or a suitable alternative). In some cases, where we are not 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 under your contract to that alternative ATOL holder. However, you also agree that in some cases it will be impossible 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). When you buy an ATOL protected flight or flight including holiday you will receive and ATOL certificate. This lists the flight, accommodation, car hire and other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. See [www.caa.co.uk/ATOLCertificate](http://www.caa.co.uk/ATOLCertificate). For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). All holidays or accommodation only not including air travel are protected by a bond through the ABTA Ltd.

**17.** This contract and any matters arising from it are governed by the laws of England, Wales, Northern Ireland and Scotland and are subject to the jurisdiction of the courts of those regions.

**18.** The company has no control over how much leg room (seat pitch) airlines allow on their aircraft. No guarantee can be given as to a particular seat configuration on board as aircraft types vary. However, these seat pitches are standard throughout the airline industry and comply with current civil aviation authority guidelines.

**19.** Any services purchased locally, even if these are arranged by our local agent or a local supplier, do not form part of this contract.

**20.** Some of our holidays to Zambia include internal flights within the country. We draw your attention to the FCO travel advice on Zambia ([www.fco.gov.uk](http://www.fco.gov.uk)), which currently advises against flying 'if an acceptable alternative means of travel is available'. We have reputable airlines that we have used in Zambia for many years; we used them ourselves when we fly and have used them for thousands of our travellers in the past. We believe that they are safely operated and have checked that they are properly insured. Flights with these airlines are included as part of your holiday.