

# AFRICAN PRIDE

## BOOKING CONDITIONS

**Your contract is with The Knavesmire Travel Group Limited trading as African Pride whose registered office is at 8th Floor, Becket House, 36 Old Jewry, London, ECR 8DD, company registration number: 10863911.**

**1. Your Booking Contract** 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. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland should you wish to do so. During the life of this brochure, these conditions are subject to change and an up to date copy will be sent with our quotation and available on our website.

**2. Your Financial Protection** We provide financial protection for our package holidays. For flight based holidays this is through our Air Travel Organisers Licence no. 11344. When you buy an ATOL protected flight inclusive holiday you will receive a Confirmation Invoice and an ATOL Certificate from us (via our authorised agent through which you booked or directly) confirming your arrangements and your protection under our ATOL. 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. 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. Further information is shown on the ATOL Certificate or visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) 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, and with the prior agreement of the CAA, 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. 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 (ABTA W156X).

**3. ABTA** We are a member of ABTA, membership number W156X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also provide 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](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code of Conduct and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

**4. Your Booking Price And Payment** You will be advised of the current price of the arrangements requested in a quotation before you confirm your booking, and once the booking is confirmed on a confirmation which forms the contract between both parties. When you make your booking you must pay a deposit of £300 per person or 10% of the holiday cost (whichever is the greater). For certain arrangements and at certain periods, especially (but not limited to) air tickets, accommodation, rail or touring products, Christmas and Easter, a higher deposit may be required and you will be notified of this prior to booking. The balance payment of the price of your travel arrangements must be paid at least 8 weeks before your departure date and for certain arrangements this payment may be required earlier and you will be advised of the amount and the date payment is required. If the deposit is not paid in the specified time, we will cancel your travel arrangements. If the balance is not paid in the specified time we will cancel your holiday and retain your deposit. 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. Prices shown on your quotation will be based on a specified exchange rate/s, which will be shown on your confirmation. This is subject to change until you confirm your booking and your confirmation issued. This will show the exchange rate/s used to produce your final price. Once your booking is confirmed and the confirmation issued the price is subject to change for reasons such as (but not limited to) changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation/disembarkation fees at airports and ports and exchanges rates. However, if there is a change within 30 days of your ex UK departure date we will absorb these and you will not be charged for any increase. After confirmation and before 30 days of your ex UK departure date we will absorb any increase up to 2% of the price of your travel arrangements, excluding any amendment charges. You will be charged for the amount over and above 2% and up to 10% of the price of your travel arrangements. If the increase is more than 10% 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 (if this is of a higher quality you will not have to pay more but if it is of a lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your arrangements go down, due to (but not limited to) the changes mentioned above, by more than 2% of the total 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 arrangements due to contractual and other procedures and protections in place.

**5. If You Change Your Booking** 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, within one year, we will do our utmost to make these changes but it may not always be possible. Any request for changes must also be made in writing from the person who made the booking or via your travel agent. You will be asked to pay an administration charge of £30 per altered item plus any further costs we incur in making this alteration. You should be aware that these costs could increase the closer to departure date that changes are made and you should contact us or your travel agent as soon as possible. Note: Certain travel arrangements e.g. (but not limited to) air tickets, accommodation, rail or touring products, may not be changeable after the reservation has been made and confirmed and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

**6. If You Cancel Your Booking** You, or any member of your party, may cancel travel arrangements at any time. Written notification from the person who made the booking or from your travel agent must be received at our offices for this to take effect. Since we incur costs in cancelling any travel arrangements you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**7. If We Change Or Cancel Your Booking** It is unlikely that we will have to make any alterations to your travel arrangements but as we plan them many months in advance, we may occasionally have to make changes and reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, it may have to be cancelled. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay any and all monies due. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of a comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay you compensation as set out in this clause. Any changes to the airline arrangements after you have received your tickets will be notified to you or your travel agent as soon as possible and in all cases at check-in or boarding gate. Some changes are deemed to be a minor change, for example (but not limited to) alteration of the flight in either direction by less than 12 hours, changes to the aircraft type, changes to the accommodation to another of the same standard. If we make a major change to your booking we will inform you or your travel agent as soon as reasonably possible if there is time before your

departure. You will have the chance of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of a comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booking and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation per booking as detailed below: -

| Period before departure within which notice of cancellation or major change is received by us or notified to you. | IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY<br><br>Amount you will receive from us | IF WE CANCEL YOUR HOLIDAY<br><br>Amount you will receive from us. | IF YOU CANCEL YOUR BOOKING<br><br>MAXIMUM amount of cancellation charge* |
|---|--|---|--|
| More than 56 days   | Nil  | Deposit only  | Deposit Only   |
| 56 - 43 days  | £20  | Monies paid + £20   | 50% of holiday cost  |
| 42 - 31 days  | £30  | Monies paid + £30   | 75% of holiday cost  |
| 30 - 0 days   | £50  | Monies paid + £50   | 100% of holiday cost   |

Include table as per current with no amendments.

The compensation we offer does not preclude you from claiming more if you are entitled to do so.

\*- In some circumstances higher cancellation fees may be applied by certain product suppliers, for example (but not limited to) airlines, accommodation, rail or touring products. Should this be the case you will be notified of such fees before confirming your booking and these will apply in the event of a cancellation. These fees may be any amount up to 100% of the cost of the product.

**Force Majeure:** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unforeseeable circumstances beyond our control or that of our supplier partners. These can include, for example (but not limited to) war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

**8. If You Have A Complaint** If you encounter a problem or have cause for complaint with your travel arrangements, it should be reported immediately to our local supplier (e.g. hotel manager, transfer company etc.), and as soon as possible to our local representative/agent (if applicable) and they will try to rectify the problem at the time. If no representative/agent is available, or if the matter has not been resolved to your satisfaction, please then refer to your travel documents for our contact details and contact us as soon as possible. If your complaint cannot be resolved locally having reported it, you must inform our local supplier/representative/agent in writing whilst overseas and follow this up in writing to us with 28 days of your arrival back into the UK. If you fail to follow this procedure, we cannot accept responsibility for any problem or complaint that could have been rectified there and then had you notified the local supplier or our representative/agent or ourselves as per the above. For all problems or complaints, failure to comply with this procedure may mean that your right to claim any compensation you may have otherwise have been entitled to may be affected or lost as a result. Please also refer to section 3 regarding the ABTA Arbitration Scheme.

**9. 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, 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. We do not accept any liability for any services or facilities which your accommodation or other supplier agrees to provide to/for you where the services or facilities are not advertised in our brochure or website and we have not agreed to arrange them or include them in your confirmation. Excursions, tours or other arrangements 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 tour or other arrangement that you book your contract will be with the operator of the excursion, tour or other arrangement and not with us. We are not responsible for the provision of the excursion, tour or other arrangement or for anything that happens during the course of its provision by the operator. Our liability except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner with any relevant international convention. You can ask for copies of the transport companies' contractual terms, or the international conventions, from us. Under EU law you have the right in some circumstances to refunds and/or compensation from your airline in case of denied boarding, delay or cancellation to flights. Full details of these rights are published at EU airports and available from the relevant airline. 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 by you to 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 via [www.caa.co.uk](http://www.caa.co.uk). This brochure is our responsibility as your tour operator and was correct at the time of going to press. It 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.

**10. Prompt Assistance Overseas** We will endeavour to provide prompt and applicable assistance whilst overseas for all arrangements as made by us and shown in your confirmation and our contact details are shown on your documentation. 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 consequence 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.

**11. Passports, Visas, Immigration And Other Documentation** Your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies, High Commissions and/or Consulates. It is your responsibility to ensure that all other documentation and requirements such as (but not limited to) driving licences & permits, travel insurance, health certificates etc. are correct for the country/ies being visited. We do not accept responsibility if you cannot travel or fulfil your travel arrangements because you have not complied with any passport, visa, immigration requirements or other documentation requirements. Should this happen refunds will not be due to you or any member of the travelling party.

**12. Brochure And Website Accuracy** Every effort is taken to ensure the accuracy of the information in this brochure and on our website. However, changes to such information can be made at any

time and we reserve the right to make such changes after publication of this brochure. As far as possible, your quotation and travel documents will contain the latest relevant information and where we are notified of such changes we will make every effort to advise you or your travel agent. However, should we not be able to do so we cannot be held liable for such changes. We accept no responsibility for information and advice provided by any third party websites or telephone numbers shown in this brochure or on our website.

**13. Insurance** It is a condition of booking your holiday that you take out suitable insurance cover at the time of making your reservation. Your insurance must include sufficient cover for cancellation or curtailment of your holiday as well as the cost of repatriation in the event of accident or illness. It is your responsibility to arrange suitable and adequate travel insurance and advise us of the insurer and policy number.

**14. Accessibility** We will use all endeavours to advise you or your travel agent of any accessibility issues at any of the properties and tours we use. As far as possible, the quotation and travel documents will contain relevant information and where we are notified of any changes we will make every effort to advise you or your travel agent. However, should we not be notified or are unable to advise you or your travel agents, we cannot be held liable for such changes and issues caused as a result.

**15. Data Protection** In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide (such as name, 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 public authorities such as customs/immigration if required by them, or as required by law. Additionally, as your holiday is outside of the European Economic Area, 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 your travel arrangements or part thereof, subject to the above. This applies to any sensitive information that you or your agent gives us such as details of disabilities or dietary/religious requirements. If we are not permitted to pass such information to the relevant suppliers, we cannot provide your booking. In making this booking you consent to this information being passed on to the relevant person/s, company/ies or authority/ies. Please note that where information is also held by your travel agent this is subject to your agent's own data protection policy for which we cannot be held responsible. We will hold your information for the statutory period and will comply with requirements and terms of the law as current and subsequently amended. If you wish to receive information from us relating to offers, news, items of interest and brochures, please tick the appropriate box on the booking form available on our website [www.african-pride.co.uk](http://www.african-pride.co.uk) or advise us by email at [info@african-pride.co.uk](mailto:info@african-pride.co.uk). We will not pass on any of your information to any other party for marketing purposes. You may withdraw from this service at any time by advising us directly by phone on 01904 619428, in writing to African Pride, Box Tree House, Northminster Business Park, York, YO26 6QU or by email to [info@african-pride.co.uk](mailto:info@african-pride.co.uk).

Please go to [www.african-pride.co.uk](http://www.african-pride.co.uk) to download a booking form and to view the most up to date booking conditions.

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