

Booking conditions

Your contract is The Curzon Corporation Limited trading as African Pride whose registered office is at Milton House, 33a Milton Road, Hampton, Middlesex, TW12 2LL. Company registration number: 766795.

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. The 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.

2. Your Financial Protection We provide financial protection for our package holidays. When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice and an ATOL Certificate from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2949. 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. 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. 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). Also if you book arrangements other than a package from this brochure, your monies are protected by way of the bond placed with ABTA.

3. ABTA We are a member of ABTA, membership number W156X and are obliged to maintain a high standard of service to you under ABTA's Code of Conduct. We can also offer an arbitration scheme for the resolution of disputes arising out of, in connection with this contract. This arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method or arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbiter can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code of Conduct and ABTA's assistance in resolving disputes can be found at www.abta.com

4. Your Booking Price And Payment We reserve the right to alter the prices shown in our brochure. You will be advised of the current price of the arrangements that you wish to book before your contract is confirmed. 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, especially but not limited to overland safaris, 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. 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 and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held on our behalf at all times. Prices in this brochure were calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 01 September 2014 in relation to the following currencies: £1 to 17.73 South African Rand, 1.66 US Dollars and 1.26 Euros. 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 in exchange rates mean that the price of your travel arrangements may change after you have booked. 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 equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of 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 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 protection 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 to be made 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 we plan them many months in advance and occasionally we may 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 travel 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 the final balance. 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 charge, 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 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	IF WE CANCEL YOUR HOLIDAY	IF YOU CANCEL YOUR BOOKING
	Amount you will receive from us	Amount you will receive from us	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

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 events, 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 and they will try to rectify the problem at the time. If no representative/agent is available, or if they are unable to resolve the matter to your satisfaction, please then refer to your travel documents for our contact details. If your complaint cannot be resolved locally having reported it, you must inform our 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 us, the supplier or our representative/agent 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.

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. African Pride does not accept any liability for any services of facilities which your accommodation or other supplier agrees to provide to/for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them. 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. 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 Air Transport Users Council on 0207 240 6061 www.auc.org.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 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.

Please go to www.africanpride.co.uk to download a booking form.

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