

BOOKING CONDITIONS

The following booking conditions and important holiday information form the basis of your contract with Aardvark McLeod Limited trading as 'Aardvark McLeod' whose registered office is RBL House, Ordnance Road, Tidworth, Hants SP9 7QD. Aardvark McLeod sells packages put together by Aardvark Safaris who is a member of the Association of Independent Tour Operators and is fully bonded by the Civil Aviation Authority under Air Travel Organisers Licence number 5356 to protect your holiday payments and repatriation. ATOL protection primarily extends to customers booking and paying in the UK for flight inclusive holidays. Other holidays are covered through Aardvark Safaris bonding with AITO Trust licence 1122. All holidays are sold subject to the following conditions.

YOUR OBLIGATION TO US

1. **YOUR HOLIDAY BOOKING** – Your contract with Aardvark McLeod is made once the following steps have been fulfilled: a) you have completed and returned a booking form and paid a deposit of 50% of the holiday cost or £500 per person whichever is greater together with the correct, non-refundable insurance premium (if required); and b) Aardvark McLeod's confirmation account has been sent to you. When you make a booking you guarantee that you have the authority to accept on behalf of all members of your party the terms of these booking conditions. You must check Aardvark McLeod's confirmation carefully and raise any queries with Aardvark McLeod immediately upon receipt. Your contract with Aardvark is governed by English law and is subject to the jurisdiction of the English courts and is deemed to have been made at Aardvark McLeod's offices in Hampshire.

2. **YOUR HOLIDAY PAYMENT** – Full payment must be made to Aardvark McLeod at least ten weeks prior to departure. If you book less than ten weeks prior to departure you must pay the full price of the holiday when you book. Payment may be made by bank transfer, cheque (provided there is time to clear the cheque) or by any major credit card acceptable to us. Please note your holiday may be cancelled if you fail to make payment on time and if it is, cancellation charges as set out in paragraph 5 will be payable by you.

3. **YOUR HOLIDAY INSURANCE** – Adequate insurance is essential. Your booking cannot be accepted until insurance arrangements have been made. You may take our special holiday insurance or arrange comparable or greater cover under all sections. Premiums will be automatically added to your invoice unless your booking form specifies the details of alternative insurance taken by you. The insurance scheme offered by Aardvark McLeod provides cover against cancellation, medical costs and personal accident together with other usual travel risks but it is your responsibility to arrange additional cover to meet your own personal requirements. If you have any pre-existing medical condition or disability this must be made known before you book as it may affect your ability to obtain insurance. Your contract of insurance is a separate contract between you and your insurers and is subject to policy conditions which you must read carefully.

4. **IF YOU ALTER YOUR CONFIRMED BOOKING** – If you wish to alter any holiday arrangements after we have sent you our confirmation account we will do our best to arrange this. You must write to or e-mail us with details of the alteration requested. Any alterations will be subject to availability plus agreement by relevant supplier(s) and there will be an administration charge of £50 per person. You will also be required to pay any additional costs arising from the alteration. In many cases a name change will mean the cancellation and rebooking of flights and hotels and a significant additional charge. You should be aware that these costs may increase the closer to the departure the changes are made by you. If you wish to make a change to your arrangement whilst on holiday this is your sole responsibility and any additional cost must be paid by you. It is not possible to make refunds for any services or accommodation booked but not used. Notice of any alterations must be given to Aardvark McLeod in writing and signed by the person who signed the original booking form and sent with payment for the appropriate charges.

5. **IF YOU CANCEL YOUR HOLIDAY** – Should you wish to cancel your confirmed booking, the person who signed the booking form must notify Aardvark McLeod in writing as soon as possible. The following charges will apply from the date on which written notification is received by Aardvark McLeod to compensate Aardvark McLeod for its estimated losses and expenses:

More than 70 days prior to departure –	deposit and insurance premium
70-22 days prior to departure –	60%
21-15 days prior to departure –	80%
Less than 14 days prior to departure –	100%

If you have not paid the full amount you must pay the cancellation charges within 7 days of notification of the cancellation. The figures are expressed as percentages of the total price excluding insurance premiums and administration charges which are forfeited in full. If you have to cancel for a reason covered by your insurance policy and follow the procedure laid down by the insurers, you will be able to reclaim the cancellation charges subject to any policy excess.

6. **IF YOU HAVE A COMPLAINT** – If you have cause for complaint whilst on holiday, this must be brought to the attention of Aardvark McLeod's local appointed representative/agent or the hotel management or other supplier immediately so that action can be taken to remedy the problem. Should your representative/agent or the hotel management be unable to resolve the problem, please contact Aardvark McLeod in the UK immediately. If the problem is still unresolved details of the complaint should be notified to Aardvark McLeod in writing within 28 days of the end of the holiday. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

OUR OBLIGATION TO YOU

7. **AARDVARK MCLEOD HOLIDAY PRICES** – We reserve the right to change our prices at any time before you book. If we do, you will be told of the revised price applicable to your booking before you commit yourself. Thereafter the price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs e.g. fuel, scheduled airfares and other airline surcharges which are part of the contract between airlines (and their agents) and us, security charges, government action such as increases in VAT or any other government imposed increases, currency in relation to exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations the 2% will still be absorbed for increases but not retained from refunds. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money and amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in Clause 8 below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out in these terms. Please note that in the event of the government or other regulatory body imposing a levy in order to provide additional protection we reserve the right to pass this on in full and it will not be subject to the surcharge requirements.

8. **IF AARDVARK MCLEOD ALTERS YOUR CONFIRMED BOOKING** – Whilst everything will be done to provide the holiday as confirmed to you, Aardvark McLeod may occasionally have to change your holiday arrangements or part of them. Aardvark McLeod reserves the right to do so. Most alterations are minor and should not affect the overall enjoyment of your holiday. In the case of minor alterations, we will do our best to notify you before departure.

If Aardvark McLeod has to make significant alterations to your holiday arrangements, we will notify you as quickly as possible. You may then: a) accept the change and the contract will be varied to incorporate the change; or b) take comparable alternative holiday subject to availability; or c) withdraw from the booking completely, in which case Aardvark McLeod will make a full refund of all monies paid by you.

In addition Aardvark McLeod will pay compensation as follows:

More than 70 days prior to departure –	£15 per person;
70-22 days prior to departure –	£20 per adult;
21-15 days prior to departure –	£40 per adult;
Less than 14 days prior to departure –	£90 per adult.

Note: If the substitute holiday is of a lower price than the one originally booked, we will also refund the price difference. If the substitute holiday is of a higher price we will deduct the price difference from the compensation payable.

Please note that Aardvark McLeod will not pay compensation for flight delays of less than 12 hours or schedule changes by the airline or other circumstances beyond Aardvark McLeod's control.

As factors affecting flights stopping at an airport en route are not normally known in time for notification, such alteration is not regarded as a significant change and neither are changes in carrier or aircraft type. Aardvark McLeod is not liable to pay compensation where the change is by reason of unusual and unforeseeable circumstances beyond Aardvark McLeod's control and which could not have been avoided by the exercise of all due care. The compensation scales shown above are for adults only. Children will receive compensation pro rata based on the child price of the holiday against the full adult price as shown on the confirmation.

9. IF AARDVARK MCLEOD CANCELS YOUR HOLIDAY – Cancellation may be necessary in exceptional circumstances and Aardvark McLeod reserves the right in its absolute discretion to cancel your holiday. If this occurs you will be offered the choice of an alternative holiday of comparable standard (if available) or a full and prompt refund of all monies you have paid. In no case except for circumstances outside our control or where you fail to make payment in whole or in part will your holiday be cancelled within 10 weeks of departure. Circumstances outside our control include but are not limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, epidemic, natural or nuclear disaster, fire, adverse weather conditions or unavoidable technical problems with transport.

10. OUR COMMITMENT TO YOU FOR YOUR HOLIDAY ARRANGEMENTS

When you make a booking with us you acknowledge that there is an element of risk in any adventure, sport or activity in the outdoors. These risks include the risk of injury or illness in remote places without medical facilities; the ever present risk posed by the forces of nature, including wild animals and the risk of accidents during travel. You must be fit enough to undertake the holiday and you must exercise reasonable care for your own safety and the safety of other members of your party.

Our air holidays and flights are ATOL with the CAA under ATOL 9489. 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. For further information, visit the ATOL website at www.atol.org.uk.

Subject to (e) below, if any member of your party is killed or injured as a result of an activity forming part of your holiday arrangements booked before departure from the UK, we will accept responsibility if the death or injury is due to a fault on our part or that of our agents or suppliers. If any part of your holiday arrangements booked before your departure from the UK is not as described in the brochure, or not of a reasonable standard, we will accept responsibility if this is due to a fault on our part or that of our agents or suppliers. We do not accept responsibility if any death, personal injury or failure of your holiday arrangements is not caused by any fault of ours, or our agents or suppliers, and is caused by you or someone not connected with your holiday arrangements. We do not accept responsibility if the death, personal injury or failure of your holiday arrangements, is due to unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided.

If you or any member in your party is killed, injured or becomes ill as a result of transport by aircraft, ship, train or coach, our liability to pay compensation and/or the amount of compensation we will pay is limited in line with the Montreal or Warsaw Convention (applies to transport by air), the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail) and the Geneva Convention (applies to transport by road). The terms of these conventions are incorporated into and form part of your contract with us. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You should also know that 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.

Our suppliers (such as accommodation, transport providers or car rental firms) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

Certain camps, lodges or operators of certain activities will ask you to sign an indemnity waiver form. Broadly speaking, these explain the risks to you and indemnify them against claims by you. If you are not willing to comply they will in certain circumstances not allow you to stay or take part in the activity. By signing this booking form you accept that you will sign these indemnities. If you are in any doubt, or would like to see precise wording, please let us know.

If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we make.

11. BEHAVIOUR - Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.

12. DATA PROTECTION PRIVACY POLICY - Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements and insurance. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines.

We may use your information for the purposes set out in our data protection policy. We may disclose the same to companies who act as data processors on our behalf. Some information, for example relating to your religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness whilst on holiday, we may need to make special arrangements for you and ensure that you do not return with the group immediately.

From time to time we may contact you by post with information about special offers or holidays. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to The Company Secretary, Aardvark McLeod Limited.

GENERAL HEALTH AND SAFETY ISSUES

Standards of catering and levels of hygiene in kitchens in our lodges are in general very high. Bottled water is always available and salads and ice do not, in most cases, need to be shied away from. Customer service is excellent and accommodation is at the very least clean and comfortable (in many cases it is positively luxurious).

However these operations are not subjected to the same 'health and safety' regulations that exist in the UK, the USA and Europe. In many areas of hotels and camps, and during activities, rules are more relaxed than they would be in the above countries. In most cases this leads to a richer experience, but we feel that certain things are worth pointing out to give you an idea what to expect: Pools are unlikely to be fenced off or to have depth markings.

Steps around camps often do not have handrails and may be uneven.

Camp paths are sometimes uneven or slippery and may be unlit at night. It is almost impossible to keep out small animals, insects and reptiles (this does not mean they will share your room with you or even come particularly close to you).

Vehicles will not have seat belts. Drivers may drive faster than you feel comfortable; please ask them to slow down.

Lifejackets will be around somewhere, but not necessarily in the boat you are about to go out in. Please ask for them.

You are likely to be in a remote inaccessible place without the levels of communication you may be used to (your mobile won't work and for most people this is a pleasure). Communication with the outside world may be by satellite phone or radio and these will not normally be available for the use of guests.

Most operations will have a full medical emergency kit and staff trained to use it. Emergency medical evacuations are incredibly unusual. Where they are necessary a plane will be summoned to the nearest airstrip (often this is a specially equipped and staffed medi-rescue plane) to which the patient will be brought by vehicle.