

SAFARI SUN LIMITED

58 Cobden Road, Sevenoaks, Kent, TN13 3UB

Telephone: +44 (0)1732 779377 or +44 (0)7738 432657

info@safarisun.co.uk www.safarisun.co.uk ATOL: 9629

TERMS AND CONDITIONS

CLIMBING FOR CHILDREN & BUILDING FOR CHILDREN 2013

These terms and conditions (the **Conditions**) between us, Safari Sun Limited ATOL No. 9629 (**SSL**) and you (also referred to as the **Challenger**) sets out what the Challenger is entitled to expect from the participation in the programme and/or expedition to Mount Kilimanjaro and the Building Project for Africa (the **Expedition**) from SSL. You should make sure that you fully understand the Conditions that apply to this particular arrangement. An agency/principal relationship exists between us (acting as the agent) and you, whereby we will make bookings with each service provider including **Kenya Airways, who will be providing the international flights**, and Hoopoe Safaris, who will be responsible for the ground arrangements in Tanzania (including the ascent of Mount Kilimanjaro and transportation and accommodation) (each a **Service Provider**) on your behalf. You will, therefore, be subject to and bound by the individual terms and conditions of each Service Provider, as well as these Conditions. The Service Providers' terms and conditions are available upon request.

1. CONTRACT

Upon the issuance of our confirmation invoice, these Conditions and booking form will constitute a legally binding contract (the **Contract**) between us and all those listed on the booking form on whose behalf the party leader is acting. When you make your booking you must complete a booking form. In signing the booking form you guarantee that you have the authority to accept and do accept on behalf of all your party, the terms of these Conditions.

It is your responsibility to ensure that all of the details on your travel documents are correct. You must ensure that any inaccuracies in your travel documents, however minor you perceive them to be, are brought to our attention as soon as is reasonably possible and in any event no later than **30th May 2012**.

We are a booking agent and do not own or manage any aircraft, ships, vehicles or other transportation, hotels or other forms of accommodation, restaurants, catering services or other used in connection with the Expedition. Information and descriptions given about all products are based on enquiries made by us, that we believe to be accurate and true. Notwithstanding this, we make no warranty or representation in respect of the accuracy of the given information. We shall not be liable for any inconvenience, loss or damage caused by any failure, in whole or part, for whatever reason, of these services unless as a result of proven negligence of us.

Places are subject to availability and will be allocated on a first come, first served basis to those who properly complete the booking formalities. Bookings are non-transferable.

We reserve the right to refuse any booking upon any reasonable grounds without disclosing its reason for doing so. Our decision on a Challenger's participation shall be final and binding. If we do not accept your request to participate in the Expedition, your deposit will be refunded in full.

2. COSTS

The estimated total cost of the Expedition is set out in the brochure. The total cost of the Expedition (the **Challenge Cost**) will be as set out in the booking invoice, which will be sent to you upon confirmation of your booking form and subject to availability.



3. PAYMENT TERMS

The Challenge Cost is comprised of two elements:

- (i) An amount of **£900**, which is payable at the time of application for a place on the Expedition, such applications must be received by no later than midday on **15th March 2012**. This amount will be used to pay for the costs of the flights to Tanzania, including taxes and surcharges, amongst other things.
- (ii) The balance of payment, payable in US dollars, either in a lump sum or in instalments (as set out in the brochure) and can be made by any major debit or credit card, cash or cheque (the **Payment Method**).

You shall be responsible for any charges levied in connection with any Payment Method. In the case of payments by credit card, you will be responsible for the processing fees levied by your credit card company, which generally range from 1.6 to 2.5 per cent.

Failure to pay the entire amount of the Challenge Cost by **15th September 2012** (the **Due Date**) will entitle us to: charge interest at an annual rate of two per cent. (2%) above the Bank of England base rate; and to recover from you any costs or expenses incurred by us as a result of late payment.

We reserve the right to withdraw a Challenger from the Expedition if the Challenge Cost has not been paid in full by the Due Date (**15th September 2012**). In such event, the provisions of Condition 6 below shall apply.

Notwithstanding full payment of the Challenge Cost, the conditions of the contract with any Service Providers may permit them to increase the cost of your arrangements. We reserve the right to pass on any such increase in costs to you.

4. EXCHANGE RATES

Amounts for the flights will be priced and payable in pounds. All other costs in relation to the ground arrangements in Tanzania will be priced and payable in US dollars. SSL takes no responsibility for any movements in the exchange rate between the pound and the US dollar and any impact that may have on the overall cost of the trip.

5. SURCHARGES

The price of your holiday may be subject to surcharges, including but not limited to: increases in dues; government action; currency exchange rates; fuel price increases; increases in air fares; taxes; or fees chargeable for services such as landing taxes at airports and as a result of force majeure. Any such surcharges will either be payable by you directly, or if paid by us on your behalf, invoiced to you at cost and payable with 14 day of the date of such invoice.

6. CANCELLATION (BY YOU)

We will incur costs immediately from when the booking is made. If you withdraw from the Expedition or if you cancel the Contract for any reason other than the actual fault of us, then except as provided in Condition 8 below, we will not refund the Deposit or any portion of the Challenge Costs that have been paid to us.

In the event that we are able to recover any costs paid to any Service Provider in the event of a cancellation, such amount shall be forwarded to Destiny of a Child and treated as a donation to its causes.

Your notice of cancellation or withdrawal must be made in writing to us and signed by the same person that signed the booking form. No refund (if payable) will be made until all travel documentation has been returned to us.



If you cut the Expedition short at any time after the departure date due to ill health or for any other reason, there will be no refund of any Challenge Costs. Any additional costs, including but not limited to transfer fees, flights and additional accommodation will be your responsibility. You are asked to take a credit card to cover any such unexpected costs.

7. AMENDMENTS (BY YOU)

Should you choose to amend your booking at any time we will endeavour to be of assistance. Such a request to amend must be made in writing by the person who signed the booking form and must be received at our offices at least ten weeks prior to departure. If we are able to accept the change, an amendment fee of £200 per passenger plus any additional charges that may be applicable, will be charged. Major amendments such as changing the dates of travel or number of passengers travelling will be treated as a cancellation and re-booking. If said amendment involves a reduction or cancellation of a portion of your travel arrangements, this could also incur applicable cancellation and handling fees in addition to the amendment fee of £200. Amendments requested within ten weeks of departure may be treated as a cancellation and the provisions of Condition 6 shall apply.

8. AMENDMENTS AND CANCELLATIONS (BY US)

From time to time it may be necessary for us to make amendments to the details of Expedition after we have accepted your booking, whether for reasons of safety, amendments by any Service Provider due to force Majeure or otherwise, and we reserve the right to make such changes or cancellations. We expect that any such changes will be minor and we will notify you of any such changes as soon as reasonably practicable before the designated date of departure.

Occasionally it may be necessary for us to make a significant change or even cancel the Expedition. You will be notified in writing of any such a decision as soon as reasonably practicable. If the changes to the Expedition amount to a significant change, as determined by us, then you must notify us within seven days of being notified of the change whether you wish to accept the change or cancel the Contract. In the event that you elect to cancel the Contract, SSL will refund all amounts that have been paid to date, less any amounts that SSL has paid to a Service Provider that SSL is not able to recover.

9. CHANGES TO SCHEDULES

In circumstances outside our control, we will not accept responsibility for any limitation or withdrawal of facilities (including those owned or operated by any Service Provider), with or without notice and for whatever reason.

10. INSURANCE

We recommend that you speak to your insurance company and seek proper advice regarding insurance prior to booking the Expedition.

For those ascending Mount Kilimanjaro it is compulsory for all Challengers resident in the UK to take out their own personal travel insurance with BMC British Mountaineering Council (www.thebmc.co.uk), unless the Challenger has an existing policy which specifically covers all areas of Mount Kilimanjaro as a destination and the type of activity to be undertaken. Such insurance must cover amongst other things, personal accident (including death and disability), medical expenses and emergency, evacuation and repatriation arrangements, legal cover and personal liability and cancellation and curtailment of the Expedition. For the building challenge standard travel insurance is required.

Challenger's resident in other countries must obtain an equivalent personal travel insurance policy.

We reserve the right to withdraw you from the Expedition if you are unable to provide us with written evidence of your specific insurance policy ninety (90) days before the date of departure (25th October 2010). In such cases, the cancellation fees set out in Condition 6 above shall apply.

It is your responsibility to ensure that the insurer is aware of the destination and type of activity to be undertaken.



You should also arrange insurance cover for the loss, damage or theft to the your personal belongings, money and documents whilst on the Expedition.

11. PASSPORT AND VISAS

Please check your passport prior to booking. All passports must be valid for a period of six months after your date of return to the United Kingdom. Everyone travelling to an overseas destination will need a passport that is valid for 6 months after their scheduled return date to the United Kingdom. Entry into Tanzania requires a visa for most nationalities, including British citizens. The cost of the visa is currently £38.00 and can be obtained from the Tanzanian High Commission (Tel: 0207 491 3026). Allow at least two weeks if applying by post. Please note that compliance with the regulations relating to passports/visas is your own responsibility. Those who are not British citizens should contact the appropriate Tanzanian diplomatic post for verification of the requirements.

12. FORCE MAJEURE

We regret we cannot accept responsibility for and shall not be held liable in respect of any loss or damage or changes caused by "force majeure". This covers events such as, but not limited to: strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, government action, natural disasters, fire, adverse weather conditions, technical problems to transport, aircraft grounding, closure of airports or ports or similar events beyond our control. For the avoidance of doubt, in the event of any travel delays, either prior to your flight departure or otherwise, we will not be held responsible for any extra costs you may have incurred. This is irrespective of whether the problems causing the delay were foreseen or unforeseen. Also, no credit or refund can be given for any unused services which may have been included in the Challenge Cost, or any lost, mislaid or destroyed travel documents.

13. FAUNA AND FLORA

You are required to abide by the professional guidance and briefing given by all guides, camps, lodges, properties, aviation companies or other entities with whom you are staying, travelling or being hosted in respect to all fauna and flora (animals and plants). Neither we nor our agents accept responsibility for any injury, loss or damage which may be caused by fauna and flora.

14. SCHEDULED AIRLINES

Air transportation is by scheduled services. We reserve the right to substitute alternative airlines or aircraft types. Such alterations do not constitute a significant change to your holiday arrangements and you will not therefore be entitled to cancel or change your holiday, as a result. We do not accept liability for any delay to your flight whether the delay is caused by adverse weather conditions, the action of air traffic controllers, airport authorities or governments, the re-scheduling of flights times by the airline, mechanical breakdown, strike or industrial action or any other such reason. In such circumstances, you may be able to make a claim on your insurance policy.

15. BEHAVIOUR

We reserve the right at our absolute discretion to terminate without notice and liability the travel arrangements of any person whose behaviour is such that it is likely, in our opinion, or that of any Service Provider, accommodation owner or manager, airline pilot, or other person in authority, to cause distress, danger, damage or annoyance to other customers, employees, property or to any third party. If you are prevented from participating in the Expedition because in the opinion of any person in authority you appear unfit to travel, or are likely to cause discomfort or disturbance to other customers or passengers, our responsibility to you in respect of the Expedition will cease. In all cases full cancellation charges (as set out in Condition 6 above) apply, no refund of any part of the Challenge Costs will be made and we will be under no obligation whatsoever for any costs you may incur, including without limitation the costs of alternative accommodation and your return to the United Kingdom.



16. BAGGAGE ALLOWANCE

Baggage allowance will be shown on your flight tickets and if this is exceeded the airline may levy excess baggage charges. We do not accept liability for any costs incurred in respect of any excess baggage charges. At the moment Kenya Airways allows 46 kgs for challengers travelling on their Nairobi / Kilimanjaro route.

17. CONDITIONS OF ALL SUPPLIERS

When you book an Expedition through us, the conditions of each Service Provider will apply, some of which may limit liability. The conditions of each individual supplier are incorporated into this contract.

18. HEALTH

Unless informed otherwise in writing we will assume that you are at **least 25 years old (mention 18 years in the documentation)** and in good health and that you are not aware of any reason why you may be particularly unsuited to taking part in the Expedition or may be likely to suffer illness or injury during the Expedition, taking into account the challenges of the Expedition as set out in the itinerary.

You confirm that you have completed the Registration Form fully and accurately and will inform us in writing as soon as possible, and at the latest by the **15th September 2012**, if any relevant circumstances change before this date. In particular if you have any pre-existing or existing medical condition, illness or disability or are undergoing any medical treatment, we must be given full particulars at the earliest opportunity and in any case at the latest by the **15th September 2012**.

If it is later discovered that a pre-existing or existing condition was not declared within the specified time, we reserve the right, acting in good faith, on the grounds of your safety, to withdraw you from the Expedition or otherwise amending your programme including either prohibiting you from participating in the ascent of Mount Kilimanjaro or requiring you not to go beyond a certain altitude on Mount Kilimanjaro. In such circumstances you shall be responsible for all expenses arising out of such cancellation or amendment and may incur the cancellation and withdrawal charges set out in Condition 6.

In order to assess your suitability for the Expedition and in particular, the ascent of Mount Kilimanjaro, we may require information from your doctor. Where there is a charge for the provision of such information this will be at your expense.

Except as disclosed in writing to us, you are not aware of any reason why you may have difficulty entering any of the countries covered by the Expedition.

Yellow Fever and Cholera vaccinations are mandatory in many African countries. Other inoculations such as Tetanus, Polio, Typhoid, Meningitis and Hepatitis may also be recommended as is the use of prophylactics due to the risk of Malaria. You must obtain proper and detailed medical advice and take all necessary inoculations or medication within the requisite period before the departure, during and after the Expedition, as appropriate, and should take advice from their GP as to which inoculations or medication are necessary and /or advisable for the Expedition.

You recognise that there is a danger of personal injury or death when travelling at altitudes above those that prevail in your day-to-day environment. You should make sure you understand the nature of altitude related sickness and how to avoid serious illness. People with pre-existing conditions or considering taking Diamox must seek their own medical advice before going to high altitude.

19. FINANCIAL SECURITY

Our Air Travel Organiser's Licence (**ATOL**), Number 9629, granted by the Civil Aviation Authority, provides for the financial protection of the Challengers and, if applicable, his or her repatriation in the event of our insolvency. Please note that ATOL bonding only applies to bookings that include an international flight organised by us. If the bookings covers accommodation only no such financial protection exists.



20. DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect any personal booking information that you have given us. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

Please note that you will travel outside of the European Economic Area, where controls on data protection may not be as strong as the legal requirements in the United Kingdom. If we are unable to pass this information to relevant suppliers, whether in the EEA or not, we will not be able to implement your booking request. In making this booking, you consent to this information being passed on to any relevant persons.

21. OTHER

Subject to Condition 8, no variation of the Contract or these shall be valid unless it is in writing and signed by or on behalf of you and SSL.

No failure or delay by us in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract (or, where possible, shall apply with the minimum modification necessary to make it legal, valid and enforceable), and the validity and enforceability of the other provisions of the Contract shall not be affected and the provision.

The Contract constitutes the whole agreement between you and SSL and supersedes all previous agreements between us relating to its subject matter. You acknowledge that, in entering into the Contract, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

You shall not, without our prior written consent, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of your rights or obligations under the Contract.

Nothing herein shall limit or exclude our liability for fraud.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

This Contract is made on and subject to the Conditions and is governed by English Law and all parties agree to submit to the exclusive jurisdiction of the English courts.

