



## Booking Form and Terms and Conditions

### NATURAL HIGH SAFARIS LTD. TERMS & CONDITIONS

**1. Your Contract** Your contract will be with Natural High Safaris Ltd trading as Natural High Safaris Ltd, Natural High safaris, Natural High African Safaris or Natural High. When booking travel arrangements our contract with you begins when we issue your Confirmation Invoice. This will be done after we have received a completed and signed booking form with payment of the deposit. Within 8 weeks of departure your contract with us begins when we tell you your booking is confirmed. Once the contract is made we are responsible for providing the travel arrangements you have booked and you are responsible to us to pay for them. In parties of two or more people the person who makes the booking, by signing the booking form or otherwise contracting with us, accepts responsibility for making payments to us for all members of the party.

**2. Your Financial Protection.** When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. 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.

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..

**3. How to make a booking** To secure a booking the company initially requires notice from you of your booking request. The booking will only be secured once both you and the company have confirmed the travel arrangements and the company has received the correct deposit/payment.

**4. Payments and Deposits** A non-refundable deposit of 25% of the full safari price is required for confirmation of all bookings. Certain suppliers impose more stringent deposit and prepayment policies. You will be advised at the time of booking if your travel arrangements require additional payments. The balance of the cost of your travel arrangements must be paid at least 60 days before departure and if it is not paid by that point your booking and contract with us will be cancelled and we will retain deposits made for the booking. If you make a booking within 60 days of your departure date then you must pay the full cost at the booking stage.

**5. Additional Charges** . 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. As soon as you have paid your deposit or full payment and your holiday arrangements have been confirmed we guarantee that up until 30 days before your departure date that the price of your holiday will not be subject to any surcharges excepting for: - i) variations in transportation costs, including the cost of fuel; ii) variations in UK VAT, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and that within 30 days of your departure date we guarantee that the price of your holiday will not be subject to any surcharges.

If the above price variations mean that the cost of your holiday goes up, we will absorb and you will not be charged for any increase equal to up to 2% on your holiday price. You will only have to pay the amount over and above that 2% of the holiday price.

If the above price variations increase the price of your holiday by more than 10% you will be entitled to cancel your holiday with a full refund of all monies paid.



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**6. Changes by us to, or cancellation by us of, your travel arrangements** . It is very unlikely that we will have to make any changes to, or to cancel, your holiday. However, we do plan arrangements a long time in advance and we use the services of independent suppliers, such as hotels, airlines, etc, over whom we have no direct control. If it is the case that changes need to be made, or we need to cancel your arrangements, we reserve the right to do so at any time. Most of these changes are minor, and we do not pay compensation for minor changes, but whenever possible we will advise you. Any flight timings and carriers in the brochure are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on your tickets.

If a SIGNIFICANT CHANGE to your holiday occurs or becomes necessary, we will inform you or your Travel Agent as soon as possible if there is time before departure. When a SIGNIFICANT CHANGE occurs (such as a change of resort, hotel or a change of flight time of more than 12 hours) or we have to cancel your arrangements, you will have the choice of: - i) accepting the change of arrangements ii) canceling your holiday. We will pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of travel arrangements unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or ADDITIONAL COSTS.

**7. Changes by you to your travel arrangements** If after our confirmation has been issued you wish to change any part of your travel arrangements, we will make every effort to help you do this, subject to availability and the type of ultimate product suppliers (airlines, car-hire companies, hotels, etc.) you have chosen and their cancellation/change charges, details of which will be provided to you on request at any time including prior to booking. If you want to change any details regarding your flight reservation, airline rules mean that we may have to cancel your original flight and purchase a new one and you will be required to pay the full flight cost again. Please note that airline rules and systems mean that it is impossible to transfer a seat to another person. We will charge you an administration charge of £75.00 per booking for flight inclusive arrangements and £40.00 per booking for ground only arrangements, and you will be liable to pay the hotel, car-hire, airline or other ultimate product charges resulting from your changes. NB: once airline tickets are issued, usually 28 days prior to departure, changes are not permitted. Changes after airline tickets are issued will result in a 100% cancellation charge.

**8. Cancellation by you** If you wish to cancel your travel arrangements for any other reason than for their being additional charges (see clause 4) or alterations (clause 5) we must be notified in writing. The cancellation will take effect from the day we receive either written confirmation from you or are contacted by your travel agent. As this incurs administrative costs we will retain your deposit (an insurance premium if applicable) and you will be additionally liable for the cancellation charges levied on us as a result of your cancellation by the airline, hotel, car-hire company or other supplier involved in your booking. Cancellation charges are as follows:

Less than 30 days before departure 100 % Less than 60 days before departure 50 % More than 60 days before departure 25%

After ticket issue cancellation will result in loss of 100% of total cost of all travel arrangements.

**9. The Company's Liability to you** We accept liability for matters which arise as a result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers who may operate elements of your holiday arrangements, including any claim involving death, personal injury or illness. However, in respect of carriage by air, sea and rail, the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. It is also important to note that if delays, diversions or rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised, such as, war, state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amount to force majeure, we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

Should you or any member of your party suffer illness, personal injury or death whilst overseas arising out of any activity which does not form part of the holiday arrangements or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefit received under an appropriate insurance policy to ourselves and this assignment is limited to the amount of costs actually and reasonably incurred by us in assisting you. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000. in total. The company does not accept liability for travel documents which are not received due to failure of a third party supplier to fulfil their obligations, eg, the post office, courier, etc.

**10. Claims and Complaints** If you have a complaint whilst on holiday you must tell our agent immediately. Most problems can be solved on the spot but if after you return home you are still not satisfied you must write to our Customer Relations Department within 28 days of your return.



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**11. Brochures and Websites** Every effort has been made to ensure the accuracy of descriptions and information. However, we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed due to weather conditions, lack of demand or for maintenance, renovations, etc. We will advise you if we become aware of a major change.

**12. Passports/Visas** Compulsory passport and visa information and compulsory health requirements for the journey can be obtained from us. It is your responsibility to comply with the information provided and to any loss which may arise due to failure to comply.

**13. Insurance** The customer must in all cases take out adequate travel insurance through the company or other approved insurance supplier.

**14. Natural High Safaris - Data Protection Policy** Your booking. 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, address, 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 a tour operator (if we are not acting as operator and are booking for you as travel agent), airlines, hotels, transport companies, etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday/travel is outside the European Economic Area (EEA), 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 on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking you consent to the information being passed on to the relevant persons).

Please note that where you have booked a tour with us via a travel agent this is subject to your agent's own data protection policy. If we are acting as agents for you then usually your tour operator or other principal will pass this information onto their suppliers once we have provided it to them. The tour operator or other principal's use of your information is subject to their policy, both in respect of your booking and future marketing, and is their responsibility. Please ask either us or them for a copy of this if you would like to see it.

You are entitled to a copy of your information held by us. If you would like to see this please contact us. (We may make a small charge for providing this to you). Marketing. We will hold your information, where collected by us, and may use it to inform you of offers in the future. We may also provide your details to selected third parties for similar purposes. We may also monitor and/or record your telephone conversations with us for security purposes and to ensure consistent consumer service levels (including staff training)

- I do not wish to be informed of future offers
- I do not wish my details to be provided to third parties
- I have understood and consent to the terms set out in the data protection policy

### 15. Unreasonable Behaviour

If in the reasonable opinion of a person in authority including a pilot or captain you are not fit to travel, he or she may refuse to let you board the aircraft or train or ship. Normally this happens if such a person thinks that you are likely to disturb or harm other passengers. In this case your contract with us will end immediately and we will no longer be responsible for you. In addition if your behaviour is such that an hotelier's reasonable opinion leads him or her to the view that they are unable to accommodate you, you may be asked to leave the hotel. In this instance no refund for lost nights' accommodation will be made and the cost of any other accommodation or travel expenses will be absolutely your responsibility. We will also hold members of your party jointly and individually liable for any damage to the property, together with legal costs incurred in pursuing the claim. We cannot be held responsible for the behaviour or actions of other individuals or guests who have no connection with your holiday arrangements or ourselves.

### 16. Jurisdiction

This contract is made on the terms of these booking conditions which are governed by English law and both parties shall submit to the jurisdiction of English Courts at all times.

