



Terms & Conditions

The following booking conditions, together with our Privacy Policy, the information set out on Tour itinerary together with any other written information we brought to your attention before we confirmed your booking will form the contract between you and Take Me To Africa Ltd ("the Company", "we", "us" and "our").

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Take Me To Africa Ltd of the registered address Chandos Business Centre, 87 Warwick Street, Royal Leamington Spa, Warwickshire, CV32 4RJ, company number 11054009.

1. Definitions

The following definitions apply to group tours unless the context requires otherwise:

- "Meeting Point", "Start Point" or "Starts At" means the place specified by us in the Itinerary as the place we will meet and start your holiday.
- "Ending Point" or "Ends At" means the place specified by us in the Itinerary as the place we you will end your holiday.
- "Start Date" means the date on which we meet to start your holiday.
- "Tour" or "Trip" means a holiday organised by Take Me To Africa Ltd.
- "Tour CSO" means Tour Leader or Tour Guide.
- "Tour Pack or Itinerary" means whatever documents we send to you in hard or soft copy to provide information about your Tour.

2. Inclusions and exclusions

Please refer to the detailed itinerary for each tour for specific inclusions.

The following items are excluded from each Group Tour:

- flights to the Meeting Point or from the End Point unless specifically booked through Take Me To Africa;
- internal flights if not specified as included - please refer to the detailed itinerary for inclusions;
- all other costs incurred before you board transport at the Meeting Point and after you return to the departure point;
- travel insurance or any other insurance personal to you;
- passport and visa costs;
- vaccinations and medication, before, during and after the Tour;
- food and drink over and above what is specified as included;
- activities over and above what is specified as included;
- gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate

Where the booking relates to a tailor-made trip, the inclusions and exclusions will be stated at the time of the quote and booking.

3. Booking your tour

3.1 You can book at any time by completing a booking form and sending your deposit. When we receive your deposit, we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time.

3.2 If you make a booking on behalf of others as well as yourself, each passenger travelling must be added to the booking form and as the lead passenger we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions.

3.3 We reserve the right to decline your booking and return your deposit at our absolute discretion. The balance payment for all trips is due at the latest 60 days before departure. We will send you a reminder 1 - 2 weeks before the balance due date.

3.4 You need to give us your flight details if not booked through us, insurance, special requests, medical conditions, and emergency contact information by completing the pre-trip survey we shall send to you.

3.5 For bookings made within 60 days of departure, we require full payment within 24 hours of receipt of your booking form.

3.6 You are responsible for providing accurate information that we ask for in good time. Any charges incurred in relation to inaccurate information provided by you will be recharged to you. This includes ensuring your names are as per your passport on the booking form.

4. Payment

4.1 Payment may be made by electronic bank transfer for which full information will be provided at the time of booking.

4.2 Alternatively, we may be able to offer a payment facility by credit or debit card and if so we will send you a link to do so. In this case, we will accept VISA, MasterCard, Delta or Maestro, but not American Express. We do not keep your card details. For all international card payments there is a surcharge of 2.5% applied at the time of payment.

4.3 The last date for payment of the balance of the cost of your holiday will be due to us at least 60 days before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.

4.4 If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee equal to your deposit will be due to us.

4.5 Your monies are paid directly into a Trust account and are fully protected by Protected Trust Services Ltd. (from 3rd September 2020 - prior to this your funds were protected by The Travel Vault and Zurich).

4.6 If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

5. Pricing

5.1 We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. Please check the price of your chosen arrangements before you proceed to make your booking with us. We also reserve the right to increase the price of confirmed holidays solely to allow for increase which are a direct consequence of changes in:

1. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
2. the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
3. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

5.2 You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or 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 lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

5.3 Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £100. 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 due to contractual and other protection in place.

5.4 There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will any refunds be paid during this period.

6. Changes, transfers and cancellations by you

6.1 Only the lead passenger who made the booking may cancel it. The cancellation takes effect from the date at which a written notification reaches our office.

6.2 Only the lead passenger who made a booking may make changes to a Tour booking up to 90 days prior to departure. An administration fee of £100 per booking plus any additional costs or charges incurred by us or imposed by any of our suppliers, will be charged to you if a confirmed booking is changed or transferred to a different Tour. Thereafter all changes will be treated as cancellations and subject to the charges below.

6.3 The following cancellation charges apply to each Tour calculated from the date the request is received in writing:

More than 60 days before departure: Deposit only

31-59 days: 75% of tour cost

Less than 30 days: 100% of tour cost

6.4 If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.

6.5 In any circumstances giving rise to cancellation, you have the right to transfer your deposit to another available Tour, or the booking to some other person.

6.6. Where you or a member of your party wish to transfer their place to someone else, the following conditions will apply;

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £100 per person transferring as well as any additional fees, charges or other costs arising from the transfer;
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out above will apply to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Please note that certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

6.7 Cancellation by You due to Unavoidable and Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies

you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 6 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

7. Changes and cancellations by us

7.1 A minimum number of participants may be required in order for a Tour to be viable and these are set out in the descriptions of the tours on our website. In the unusual event that we cancel a Tour, we shall return the full amount of monies you have paid to us. Alternatively you have the right to transfer your deposit to another available Tour.

7.2 We reserve the right to change travel and tour arrangements. This is necessary because many of our tours involve variables which are outside our control. If we make a minor change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

7.3 Occasionally, we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A change of UK departure airport except between:
 - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol
 - IV. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - VI. The North Eastern airports: Newcastle and Teesside

VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

(e) A significant change to your itinerary, missing out one or more destination entirely.

7.4 If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

7.5 If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible to the description of the tour in our brochure.

7.6 If a problem occurs before departure which is so serious that we are advised not to travel by the FCDO, we will cancel the tour and you may choose to accept either an alternative Tour or a full refund of all money paid.

7.7 Tour group sizes are recommendations only and are not fixed, but these will only be changed where it is reasonable to do so.

7.8 Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
 - (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.
- The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 60 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;

- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 8).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

8. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, pandemics or epidemics including the ongoing effects of Covid-19, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

9. Financial Protection

Flights & Flight Inclusive Packages

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence number 11682 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

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.

Non-Flight Packages

Take Me to Africa Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Take Me to Africa Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Take Me to Africa Ltd.

This insurance has been arranged by The Protected Trust Services and our membership number is 5538. You can find out more information here: <https://www.protectedtrustservices.com/services/consumer-protection/>
Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance.

10. Travel Insurance

10.1 It is a condition of booking a Take Me To Africa Ltd Tour that you take out appropriate travel insurance. You must provide us with the details as proof of cover prior to or when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.

10.2 Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country.

10.3 We advise that you should also check that any valuables are covered either in your travel policy or your home contents policy.

11. Passport, Visa and Health Requirements

Please note carefully:

11.1 most countries now require that your passport is valid for at least six months after the date of return of your Tour. If your passport is in its final year, you should check the Embassy of the country you are visiting. For further information, contact the Passport Office on 0870 5210410 or visit:
<https://www.gov.uk/browse/citizenship/passports>.

11.2 Up to date travel advice can be obtained from the Foreign, Commonwealth and development Office, visit:
www.gov.uk/travelaware

11.3 remember to apply for any necessary visa in good time;

11.4 check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre www.nathnac.org.

11.5 It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.

11.6 If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your emergency contact details so that we can make arrangements for them to be contacted in an emergency.

11.7 We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

12. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

13. Tour Information

Approximately 3-4 weeks before the Start Date, we shall send you a pack of information relating to your Tour.

This information will include:

- full itinerary
- location of Meeting Point, accommodations and End Point;
- climate, clothing and equipment recommendations;
- any important details relevant to a particular site that we may visit;

14. Accommodation

We will arrange accommodation in line with the Tour style. All rooms will be en-suite and are allocated on a shared basis, unless specifically detailed as dome tents with shared access to a bathroom tent. If you have any specific accommodation requirements these should be discussed at the time of booking. Please note: single rooms may be available at some but not all of the destinations on the Tour and may be subject to an additional cost.

15. Baggage Restrictions

We are restricted to one checked bag weighing up to 20kg and one piece of hand luggage due to the internal flights that we recommend on our Tours. For any tour involving internal bush flights in the Masai Mara or Serengeti this is reduced to 15kg and must be in a soft sided bag.

If you have an unusual requirement, perhaps for medical reasons, do contact us and we will try to help you immediately.

16. Limitations on our Liability

We want you to enjoy a fantastic holiday with Take Me To Africa Ltd and we shall do our best to make this happen. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

16.1 any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;

16.2 any problem arising from your failure to reach the Meeting Point on time, for whatever reason (though we would do our best to help you in any way we reasonably could)

16.3 any aspect of goods or services you buy or accept other than those arranged by us;

16.4. your own carelessness or negligence in any aspect of your behaviour whilst with us;

16.5 the number or quality of wildlife spotted on your safari game drives.

Please note that any safari game drive is potentially hazardous and it is essential that all instructions and advice of the safari operator be followed.

17. Our Responsibilities

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

(a) the acts and/or omissions of the person affected; or

(b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) Force Majeure (as defined in clause 8).

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- (b) relate to any business;
- (c) indirect or consequential loss of any kind.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per

person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

18. Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

19. Local Standards

19.1 Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.

19.2 Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

20. Flight and other transport delays:

20.1 There is no guarantee that flights or other modes of transport will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.

20.2 In the case of air travel, the airline is responsible for providing assistance under the Denied Boarding Regulations. We will try to keep you informed throughout the period of any delay.

20.3 Our policy if a delay occurs, is to continue with our plans until a flight (or other form of transport, if relevant) is cancelled with no suitable alternative flight being offered by the airline. However, if we considered it impossible to find a reasonable alternative forms of transport, we would arrange accommodation for all Tour members until the next acceptable transport option is available.

20.4 Where you suffer any delay in returning home which lasts for longer than 24 hours, the airline you have booked with should continue to meet your accommodation and reasonable meal expenses. They may, however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.

20.5 If you wish to find at any time to return home early or independently, for example by booking an upgrade with the airline or by organising overland travel, we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.

20.6 Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

21. Help we need from You

If at any time, it is our opinion (given by any member of our staff or your Tour CSO) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. To be clear, if you take part in any racist, offensive, abusive or any other form of discriminatory behaviour to other Tour members, guides, or any other people associated with our Tours, you will be excluded from the Tour and will not be liable for a refund for any missed services or accommodation.

You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

22. Complaints

22.1 We shall try our utmost to provide you with a fantastic Tour, but if we fail in any way, do please raise any issue with your Tour CSO immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it, then you should give us full details in writing, immediately (and within 28 days) on your return. If your complaint is not resolved locally, please contact us on 0203 955 8242.

Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.