

Booking Conditions

1. Clients booking with Gane & Marshall are accepted on the understanding that the clients appreciate the possible risks inherent in travel; and in particular adventure travel activities such as trekking, climbing, and diving.

2. Bookings can only be accepted for persons under 18 years of age when accompanied by an adult who will be responsible for them.

3. In the unlikely event of accommodation not being available on arrival at a hotel or hotels confirmed to the Clients, Gane & Marshall (hereafter called G&M) undertakes to provide alternative accommodation in a hotel or hotels of categories at least as high as those contracted or to pay appropriate compensation where the available accommodation is of an inferior standard.

4. Adventure holidays. Please note that for clients undertaking a trekking itinerary such as Kilimanjaro (or any other trekking itinerary) we offer first class guides, porters and provide safety equipment. Most of our clients make it to the summit or complete the trek. However if you are obliged to descend before the end of your climb there is no refund of National Park fees and any additional accommodation and/or transfer fees incurred are not the responsibility of G&M.

5. Airport, International & domestic flight delays. We use the services of the world's major international airlines (see para 11 below). These are rarely subject to delays. In the unlikely event that this does happen, arrangements for meals, overnight accommodation etc. should be met by your airline. If you are joining a group and flight delays mean that additional transfers etc. are required to enable you to join the group, these costs must be met immediately by you the client and should later be re-claimed under your insurance policy if applicable.

6. The prices we quote you are based on current exchange rates, transport and on-the-ground prices. The price of a tour may vary at any time before G&M have accepted a booking from you; and they may be varied after your booking is made. Should the variation be in excess of 10% of the holiday cost the client will have the right to a full refund.

7. Bookings must be accompanied by a 20% deposit and the balance is due not later than 61 days before the departure date. If the booking is made within 61 days of departure then the full amount should be paid with the booking. If the balance due is not received by the due date we reserve the right to treat the booking as cancelled and levy appropriate cancellation charges as detailed below.

8. Cancellation should be made in writing. The 20% deposit is non-refundable, and a cancellation will also incur the following charges:-

- more than 61 days before departure - deposit
- 43 to 61 days before departure 40% of tour cost
- 42 to 29 days before departure 60% of tour cost (NB Kilimanjaro & Meru Treks 100% of tour cost 42 to 29 days before departure)
- 28 to 15 days before departure 85% of tour cost (NB Kilimanjaro & Meru Treks 100% of tour cost 28 to 15 days before departure)
- 14 or fewer days before departure total tour cost
- some airlines require us to pay for your flights earlier than 61 days prior to departure, and we may therefore ask you to pre-pay those flights. Any cancellation charges levied by the airline will be applicable.
- many ground handlers ask for deposits higher than 20% for certain properties or seasons. In this case we reserve the right to ask you for sufficient pre-payments to cover these deposits.

9. All clients must take out adequate travel insurance and show evidence thereof. It is very important that you take our insurance close to the time of booking so that you receive protection for your deposit and interim payments. Your insurance must take account of the nature of the holiday and clients must specify to the insurance company if they intend climbing, trekking, scuba diving etc. The policy should also have repatriation cover in the event of a serious accident. Clients must take the Certificate of Insurance on the holiday, leaving a copy at home. Gane and Marshall offer travel insurance quotations covering safaris, adventure holidays, and a wide range of age groups.

10. Clients are responsible for obtaining passports, visas, health certificates, international driving licenses and any other documents relating to their holiday themselves and to meet any additional costs which may be incurred as a result of failure to comply with such requirements.

11. Many of our holidays are planned months in advance, and it is therefore possible that some arrangements may have to be changed. Reasonable changes to the itinerary, vehicle and equipment use may be made where deemed necessary or advisable. In an adventure challenge the itinerary may be changed at short notice due to changing weather patterns, wildlife movements, and other factors out of our control. While we will make all proper and reasonable efforts to maintain the itinerary we do not guarantee that we can keep the intended itinerary and we therefore reserve the right to amend the itinerary as and when it may become necessary to do so. In accordance with EU regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:- Air Botswana, Air Mauritius, Air Namibia, Air Seychelles, British Airways, British Midland, Emirates Airlines, Ethiopian Airlines, Flight540, Gulf Air, Kenya Airways, KLM Royal Dutch Airlines, LAM, Pelican Air, Precision Air, South African Airways, Virgin, Zambian Airways. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

Flight timings and carriers set out in our publicity material are subject to change and all details given to you are for guidance only. If there is a minor modification before you depart, we will try to notify you, we are not obliged to pay any compensation. Force Majeure: We are not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer, epidemics or health risks, war or threat of war, civil strike, industrial disputes, natural disasters, bad weather, closed or congested airports, ports or stations, bureaucratic obstacles or terrorist activity. In case of such events G&M will have no liability other than to offer you an alternative comparable holiday, if available, or to refund any pre-payments made on your behalf that are recoverable. In the event that you choose a more costly alternative, you must pay the difference.

12. Our liability: clients together with their personal property including baggage, are at all times solely at their own risk. We will not be liable for any injury, illness or death or consequent losses by you or any member of your group unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of our employees, agents, sub contractors and suppliers in the performance of our obligations under this contract. We do not accept responsibility in respect of death, bodily injury or illness of any person partici-

pating in our tours as a result of (but not limited to) physical exertion for which a participant is not prepared, forces of nature, consumption of alcoholic beverages, civil unrest, terrorism, breakdown of equipment, high altitude, lack of or limited access to medical attention in remote locations and the adequacy of medical attention once provided or where the cause was your fault, the actions of someone unconnected with the itinerary arrangements. In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- a. The fault of the person(s) affected or any member(s) of their party, or
- b. The fault of a third party not connected with the provision of your trip which we could not have predicted or avoided, or
- c. An event or circumstances which we or the suppliers of the service(s) in question could not have predicted or avoided even after taking all reasonable care, or
- d. The fault of anyone who was not carrying out work for us (generally or in particular) at the time. Where the services in question consist of carriage by air, by sea or rail or the provision of accommodation, 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 accommodation arrangements). You may ask for copies of these Conventions from our offices. We do not accept any responsibility for disruption, inconvenience, cancellation or alteration to tours due to problems caused directly or indirectly by computer problems, where these problems are not our fault or the fault of our suppliers or could not have been avoided even though all reasonable care has been taken. If you book any additional activities locally, which are not a part of the original itinerary, your contract is with the local company operating the activity and we have no liability or responsibility for the operation of the activity. You must if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our service agents or suppliers which is in any way responsible for the failure of your itinerary or any death or personal injury you may suffer. You must also co-operate with us with any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

13. Bonding. The air holidays and flights in this brochure are ATOL protected by the Civil Aviation Authority. Our ATOL number is 3145. This ATOL licence provides for your financial protection and, if applicable, repatriation, in the event of our insolvency. Please note that ATOL bonding only applies to bookings that include flights. For further information visit the ATOL website at www.atol.org.uk.

14. Complaints. We will do our very best to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you please let us know at the earliest opportunity, if necessary by calling our UK office from wherever you may be. We will do our best to put things right. If your complaint cannot be resolved locally you should advise us within 28 days of returning to the UK, in writing, with all other relevant information. If you fail to follow this procedure we cannot accept responsibility as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem. Failure to complain on the spot will result in the client's ability to claim compensation from us being extinguished or at least reduced.

15. Applicable Law. The contract between us and these booking conditions are governed by and construed in accordance with English law. Both parties agree to submit to the exclusive jurisdiction of English Law.