



# Booking Terms & Conditions

These Booking Terms and Conditions govern all bookings made with **African Star Tours Limited** (“**African Star Tours**”, “**we**”, “**us**”, “**our**”). Please read them carefully before making a booking.

These terms are governed by the laws of **England and Wales**, and any dispute or claim shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 1. Definitions

In these terms:

- **You / your / traveller / client** means the person making the booking and all persons named on the booking.
- **Booking** means the reservation of travel services with us.
- **Tour / holiday / trip / travel arrangements** means the services booked with African Star Tours.
- **Package** means a package holiday or package travel arrangement where the booking falls within the Package Travel and Linked Travel Arrangements Regulations 2018.
- **Supplier** means any third party providing services that form part of your booking, including airlines, hotels, lodges, transfer companies, activity providers and local ground handlers.
- **Unavoidable and extraordinary circumstances** means a situation beyond the control of the party relying on it, the consequences of which could not have been avoided even if all reasonable measures had been taken. This reflects the terminology used in the Package Travel Regulations 2018.

## 2. Your Contract With Us

Your contract is with **African Star Tours Limited**.

A binding contract comes into existence when we issue our written booking confirmation following receipt of your deposit or other payment due at the time of booking. Before that point, any itinerary, quotation or proposal is an invitation to book only.

The lead name on the booking confirms that they have authority to accept these terms on behalf of all persons named on the booking, and that all members of the party have read and accepted them.

## 3. About Our Tours

Most of our suggested itineraries and excursions are tailor-made or private tours, usually based in lodges or hotels ranging from simple to luxury standard. Camping for part of a tailor-made tour can be arranged where specifically requested by you.

Your itinerary and quotation will clearly state:

- The accommodation standard,
- The services included,
- Any services payable locally,
- Whether transfers or excursions are private or shared, and
- The expected fitness level for any included or optional activities.

Some tours include activities suitable for travellers with a basic level of fitness. Where an activity requires a higher level of fitness or ability, we will make this clear in advance. For tailor-made tours, we will work with you to arrange activities that are suitable for your stated fitness and ability levels.

Travel in some parts of Africa may involve a degree of flexibility. Delays, route changes and substitutions can occasionally occur due to local conditions, infrastructure limitations, weather, wildlife movements, conservation

requirements or operational issues. Where this happens, we will use reasonable endeavours to provide the services booked by you, or a suitable equivalent where appropriate.

#### **4. Package Travel and Linked Travel Arrangements**

Some of the holidays and travel arrangements we sell may constitute a “package” or “linked travel arrangement” under the Package Travel and Linked Travel Arrangements Regulations 2018.

Where your booking constitutes a package, you will benefit from the rights and protections provided under those Regulations. This includes rights relating to cancellation, significant changes to your booking, refunds, and assistance during your trip.

A package generally exists where two or more different types of travel services (for example accommodation and transport, or accommodation and activities) are combined for the purpose of the same trip and purchased from us under a single contract.

However, not all bookings we arrange will constitute a package. For example, if you book land arrangements only (such as accommodation, transfers or tours) and arrange your flights independently, the booking may fall outside the definition of a package under the Regulations. In such cases, the booking will instead be governed by these Booking Terms and Conditions and applicable consumer law.

#### **5. Important Travel Conditions and Assumption of Risk**

Travel in remote, rural, wilderness or safari areas carries inherent risks. These may include wildlife risks, road conditions, limited medical facilities, extreme weather, infection risk, and delays to transport or communications.

We will perform the services we arrange with reasonable care and skill. However, by booking a trip of this nature, you acknowledge the inherent characteristics of travel in such destinations. Nothing in these terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded under law.

##### **5.1 Safari safety**

You must follow all instructions given by guides, rangers, drivers and local representatives. In particular, unless your guide expressly tells you otherwise, you must not:

- leave a safari vehicle,
- make sudden movements or loud noises near wildlife,
- behave in a way that may endanger yourself, your party, staff or wildlife.

We also recommend suitable clothing, sun protection and insect repellent for safari travel.

#### **6. Prices and What Is Included**

##### **6.1 Tailor-made and private tours**

Prices shown for sample itineraries are indicative only. Final prices depend on your travel dates, availability, seasonal rates, accommodation level and any amendments requested by you.

##### **6.2 Group tours**

For group tours, departure dates, duration, itinerary and base price are generally fixed, subject to seasonal pricing and availability. Optional extras, room upgrades, additional nights and single supplements may be available at extra cost.

##### **6.3 Included in the price**

Your quotation and confirmation will state what is included. Unless otherwise stated, prices may include:

- Accommodation,
- Transfers,

- Specified meals,
- Specified activities,
- Park fees,
- Conservation levies,
- and other known costs associated with the itinerary.

Any charges payable locally will be clearly identified in your itinerary or confirmation.

#### **6.4 Not included unless expressly stated**

Unless specifically included, prices do not include:

- Travel insurance,
- Visa fees,
- Optional excursions,
- Porterage,
- Laundry,
- Telephone charges,
- Gratuities,
- Drinks,
- Meals not stated in the itinerary,
- and certain local taxes or park fees that must be paid locally.

### **7. Flights, Taxes and Airline Charges**

Where we book flights for you:

- the airfare quoted will normally include applicable taxes and charges known at the time of quotation;
- airline fares, taxes, fuel surcharges and related charges may change before ticket issue;
- full payment for flights may be required at the time of booking;
- tickets are subject to the fare rules of the airline;
- airline tickets are usually non-refundable after issue unless the fare rules provide otherwise.

If you request a change to flight arrangements after booking, we may charge an administration fee of **£25 per person**, plus any airline charges or fare difference.

Flight times, carriers, routings and aircraft types are always subject to change by the airline. Code-share arrangements may apply.

### **8. Visas, Entry Requirements and Travel Advice**

It is your responsibility to ensure that you hold a valid passport, visas, vaccinations and any other entry documentation required for your trip.

Any visa or entry information we provide is for general guidance only and may change at short notice. Entry requirements are set by the relevant country and should be checked by you before travel. Official UK government foreign travel advice is available on GOV.UK.

If you are not travelling on a British passport, or if you have specific personal circumstances that may affect entry or transit, you must check requirements directly with the relevant embassy, high commission or consulate.

### **9. Health, Vaccinations and Medical Considerations**

You should consult a suitably qualified medical professional well before travel regarding vaccinations, malaria prophylaxis and any other health precautions relevant to your itinerary.

If any member of your party has a medical condition, disability, reduced mobility, allergy or other special requirement that may affect the booking, you must tell us before booking or as early as possible. We will make reasonable efforts to assess whether the trip is suitable and whether suppliers can accommodate specific needs.

Whilst we always strive to find tours for people of all abilities, we cannot guarantee that all accommodation, vehicles, camps or other facilities in Africa will offer the same accessibility standards as in the UK. Where we reasonably believe that a trip is unsuitable for your needs and no reasonable alternative can be arranged, we may decline or cancel the booking and refund sums due in accordance with these terms.

## 10. Special Requests

Any special request, including dietary requirements, room preferences or mobility-related requests, must be made at the time of booking so we can confirm if it is possible to deliver.

We will pass reasonable requests to the relevant supplier, but unless we specifically confirm a request in writing as a contractual term, it does not form part of the contract and cannot be guaranteed.

## 11. Insurance

Adequate travel insurance is a condition of booking. You must have insurance in place for the full duration of your trip, including cover for:

- medical expenses,
- emergency assistance,
- repatriation,
- cancellation and curtailment,
- personal belongings,
- and any activities included in or added to your itinerary.

You are responsible for ensuring that your policy is suitable for your needs and destination. We may ask you to provide details of your policy before departure.

## 12. Booking, Deposits and Payment

### 12.1 Deposit

If your departure date is more than **60 days** away, a non-refundable deposit of **25% to 30% per person** is normally required at the time of booking. In some cases a higher deposit or interim payment may be required by a supplier; if so, we will tell you before you confirm. One example of this is Uganda/Rwanda – trekking permits must be paid in full at the point of booking to ensure they can be secured.

### 12.2 Final balance

Unless we tell you otherwise, the balance is due no later than **60 days before departure**. If you book within 60 days of departure, full payment is due at the time of booking.

### 12.3 Flights

Where flights are included or booked through us, full payment for the flights may be required immediately in order to secure the quoted fare. Fare terms for flights will be provided prior to booking.

### 12.4 Failure to pay

If payment is not received by the due date, we may treat your booking as cancelled by you and apply the cancellation charges set out below.

### 12.5 Booking accuracy

You must check all invoices, confirmations and other documents carefully when you receive them and tell us immediately if you believe anything is incorrect.

## 13. Card Payments

We do not charge any surcharge for personal debit or credit card payments.

You must provide accurate billing and cardholder information. We reserve the right to refuse or cancel a booking if payment is declined or where fraud prevention checks are not satisfactorily completed.

#### 14. Costing Format

Where we arrange a complex itinerary involving multiple suppliers, activities and inclusions we provide a single package price rather than a detailed supplier-by-supplier cost breakdown. Where flights are included, we will normally show the flight inclusive price and a flight exclusive price.

If a pricing error is obvious and unmistakable, we reserve the right to correct it before the contract is concluded or, if discovered later, as permitted by law.

#### 15. Tour Confirmation and Availability

All bookings are subject to availability.

If we cannot confirm your requested arrangements at all, we will refund any money paid for the unavailable arrangements promptly.

For tailor-made itineraries, if a specific lodge, activity or service becomes unavailable, we may offer a suitable alternative and revise the price accordingly. If a key element that you have expressly identified as essential cannot be provided and you do not accept the alternative offered, we will refund monies paid for that unavailable element or, where appropriate, cancel and refund the booking.

#### 16. Changes by You Before Departure

If you ask to change your booking after confirmation, we will do our best to help, but we cannot guarantee that changes will be possible.

If we can make the change, you must pay:

- any direct costs charged by suppliers,
- any increase in the tour price,
- and an administration fee of **£25 per person**.

Where a requested change effectively amounts to a cancellation and rebooking, cancellation charges may apply.

Some arrangements, especially flights and group tours, may not be changeable at all.

#### 17. Cancellation by You

If you need to cancel, the lead name on the booking must notify us in writing by email or letter. Cancellation takes effect on the date we receive written notice.

Unless a different cancellation schedule has been confirmed in writing for your booking, the following charges apply:

<b>Time before departure</b>	<b>Cancellation charge</b>
60 days or more	Deposit and any non-refundable interim payments
30 to 59 days	60% of total holiday cost
15 to 29 days	90% of total holiday cost
14 days or less	100% of total holiday cost

If full payment has not yet been made, you remain liable for the applicable cancellation charge.

Airline tickets may be subject to separate fare rules and may be non-refundable once issued.

You may be able to recover cancellation charges from your insurer, depending on your policy. We urge you to ensure you have sufficient insurance for your needs in place at the point of confirmation.

## 18. Changes by Us Before Departure

We may occasionally need to make changes to your booking before departure.

### 18.1 Minor changes

Minor changes do not entitle you to compensation. Examples include:

- a change of airline,
- a flight time change of less than 12 hours,
- a change of accommodation to one of the same or higher standard,
- or substitution of a supplier with one of equivalent or higher standard.

### 18.2 Significant changes

If, before departure, we are constrained by circumstances beyond our control or otherwise to significantly alter a main characteristic of the travel services, we will inform you as soon as reasonably possible and, where required by law, offer you the options available under the Package Travel Regulations 2018. This may include accepting the change, accepting a substitute package if offered, or terminating the contract for a full refund.

If a significant change is made within 8 weeks of departure for reasons within our control, we may also pay compensation as follows:

#### Notice before departure Compensation per person

30 to 60 days	£25
15 to 29 days	£35
0 to 14 days	£50

No compensation is payable where the change results from unavoidable and extraordinary circumstances or where the minimum number required for a group trip has not been met and you have been notified within the applicable legal timeframe.

## 19. Cancellation by Us

We may cancel your booking:

- if you do not pay on time,
- if minimum numbers required for a group departure are not reached,
- because of unavoidable and extraordinary circumstances,
- or where we are otherwise entitled to do so under law.

If we cancel your package holiday for reasons other than your fault, we will offer the remedies required by the Package Travel Regulations 2018 where applicable. This will normally be a refund and, where appropriate, an alternative package. Compensation will not be payable where cancellation results from unavoidable and extraordinary circumstances.

## 20. Pricing Changes and Surcharges

Whilst unlikely other than in exceptional circumstances we reserve the right to change the price of your booking after confirmation only where permitted by law, including changes due to:

- transport costs,
- fuel or power costs,
- taxes or fees imposed by third parties not directly involved in the performance of the package,
- or exchange rate changes relevant to the package.

We will not impose any surcharge within the last 20 days before departure, in line with the Package Travel Regulations 2018. If a permitted price increase exceeds the threshold giving you a right to terminate under those Regulations, we will inform you of your rights at that time.

## **21. Unused Services and Changes After Departure**

No refund will normally be given for unused accommodation, transport, meals, activities or other services included in your booking where you choose not to use them.

If, after departure, you ask us to make changes to your arrangements, we will try to assist where reasonably possible, but we cannot guarantee this. Any additional costs, supplier charges or losses arising from those changes must be paid by you.

## **22. Complaints and Problems During Your Trip**

If you have a problem during your holiday, you must inform:

1. the relevant supplier at the time, and
2. our emergency contact (+447757056076) as soon as possible.

This gives us and the supplier the opportunity to put things right quickly.

If your complaint is not resolved locally, you must write to us within 28 days of your return, giving your booking reference and full details. We will investigate and respond as soon as reasonably possible.

Failure to report a problem promptly may affect our ability to investigate and may reduce or extinguish any entitlement you may otherwise have.

## **23. Our Liability to You**

We are responsible for performing the travel services included in your contract with reasonable care and skill.

We will not be liable for any injury, illness, delay, loss, damage, expense or claim arising from:

- your own acts or omissions,
- the acts or omissions of a third party unconnected with the provision of the contracted services, where those were unforeseeable or unavoidable,
- or unavoidable and extraordinary circumstances.

Nothing in these terms limits or excludes liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation,
- or any other liability that cannot lawfully be excluded or limited.

Where international conventions or transport regulations apply to a claim involving air, sea, rail, road transport or hotel stays, our liability will be limited in accordance with the applicable convention or regulation, including where relevant the Montreal Convention and passenger rights legislation referred to in the Package Travel Regulations 2018.

Where we are liable for loss of or damage to luggage or personal possessions, and no lower limit applies under an applicable convention or law, our maximum liability is £50 per person.

For other claims not involving death, personal injury or illness, and where not restricted by convention or statute, the maximum compensation payable by us will not exceed twice the total price paid for the booking by the person affected. This cap applies only where you have received no meaningful benefit from the booking.

We are not responsible for excursions, activities or services that do not form part of your contracted arrangements with us, including anything booked independently or booked in resort directly with a local supplier.

## **24. Local Standards and Conditions**

Many destinations in Africa have standards, infrastructure and operating conditions that differ from those in the UK. Accommodation, hygiene standards, roads, transport, communications and medical facilities may be more basic than you may be used to.

We will use reasonable care in selecting suppliers and arranging your trip, and ensure suppliers meet with any local/regional standards, but you acknowledge the nature of travel in these destinations when making your booking.

## **25. Your Responsibilities While Travelling**

You are responsible for the proper conduct of yourself and your party. If, in the reasonable opinion of us or any supplier, your behaviour is likely to cause danger, distress, annoyance, damage or disruption, we may terminate the travel arrangements of the person concerned without refund. You will also be responsible for any loss or damage caused by you or your party.

You must ensure that all names supplied for flight tickets exactly match the relevant passports. Any airline charges or losses caused by incorrect names or incorrect personal details will be your responsibility.

You are responsible for safeguarding your own travel documents, money and belongings.

## **26. Foreign, Commonwealth & Development Office Advice**

You are responsible for checking the latest FCDO travel advice for all destinations in your itinerary before booking and before departure. Official travel advice is published on GOV.UK.

If the FCDO advises against all travel or against all but essential travel to a destination in your booked itinerary after booking, your rights will depend on the nature of your booking and the circumstances at the time. Where your booking is a package holiday, we will apply the rights and remedies required by the Package Travel Regulations 2018.

If you book a tour to a destination where the UK Foreign, Commonwealth & Development Office (FCDO) advises against all travel or all but essential travel at the time of booking, you acknowledge that you have chosen to proceed with the booking despite this advice. In these circumstances, if you subsequently decide not to travel, our standard cancellation terms will apply as set out in these Booking Conditions.

You are responsible for ensuring that you obtain suitable travel insurance that covers travel to destinations subject to such travel advice and that the policy provides adequate cover for your individual circumstances.

## **27. Financial Protection**

### **27.1 Travel Trust Association**

**African Star Tours is a member of the Travel Trust Association for your complete financial protection. Our TTA Membership number is Q5080.**

We are a member of the Travel Trust Association which provides you with 100% financial protection on your holiday booking in the unlikely event of African Star Tours ('a member') becoming insolvent. Should African Star Tours for any reason financially fail or cease trading, the Travel Trust Association will liaise with the suppliers to ensure that your holiday goes ahead unaffected. If for any reason this is not possible, they will administer a claim for a refund of money that you have paid to African Star Tours for your tour.

All members of the Travel Trust Association have to abide by the member Code of Conduct. This is to ensure that the customers receive the best possible service. Your payments are made into a Trust Account designated to hold customer's money. Your money remains in the Trust Account and is supervised by an appointed trustee who is either a banker, chartered or certified accountant or a solicitor. Both the Travel Trust Association members and the trustee are required to authorise payments from the trust account. In addition to being held in trust, you also have a financial guarantee from the Travel Trust Association. Travel Trust Association will guarantee the financial obligation of its members up to a maximum for any one passenger of £11,000. So if you paid £2,000 they guarantee to reimburse the loss of the £2,000, even where it is not available for you from the Trust Account. Therefore, the Trust Account plus the guarantee ensures that all the money which you have paid to us is safely protected and available to reimburse. When you make a booking, you will be supplied with a guarantee certificate – you can see the terms of the TTA's guarantee on their website [www.traveltrust.co.uk/guarantee](http://www.traveltrust.co.uk/guarantee).

Should African Star Tours or one of our suppliers become insolvent, in most instances your money will still be held within the Trust Account by the designated Trustee, and available to pay for your holiday. If because of fraud or dishonesty the money is not there, then the guarantee is available to reimburse your loss. In some cases your holiday may continue as the providers or suppliers have already been paid. Where you have only

paid a deposit and still have an outstanding balance, your holiday may be unaffected and by paying the balance your holiday will continue as planned. Where possible, attempts will be made to ensure that you can carry on with your original holiday arrangements.

Should you feel the need to make a complaint, please detail the matter in writing and post it to: Travel Trust Association, Albion House, High Street, Woking, Surrey, GU21 6BD.

You will need to enclose copies of any previous correspondence that you may have had and any paperwork that is at all relevant e.g. receipts, invoices, etc. Upon receipt the Travel Trust Association will act as an independent intermediary in your grievance and shall liaise between both parties. Should the response that you receive not be satisfactory, the TTA can then offer you an arbitration service. The arbitration service is administered and managed independently from Travel Trust Association.

## **27.2 ATOL**

Our **ATOL number is 12181**.

Some of the flights and flight-inclusive holidays in our brochures/on our website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in our brochures/on our website. Our website will provide you with information on the protection that applies in the case of each holiday and travel service offered before you make your booking.

If you do not receive an ATOL Certificate, then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: [www.caa.co.uk](http://www.caa.co.uk)

## **28. Data Protection and Privacy**

We process personal data in accordance with the UK GDPR and the Data Protection Act 2018.

We use your personal information to:

- administer your booking,
- provide your travel arrangements,
- communicate with suppliers,
- comply with legal and regulatory obligations,
- and, where lawful, send marketing communications.

We may need to share your information with airlines, hotels, local operators, insurers, payment processors, public authorities and other suppliers involved in your booking. Some of these recipients may be located outside the UK.

Where we send direct marketing, we must do so in accordance with UK data protection law and PECR where applicable, and individuals have the right to object to direct marketing.

## **29. Marketing Preferences**

If you do not wish to receive marketing communications from us, you may opt out at any time using the unsubscribe option in our messages or by contacting us directly.

We will not share your personal data with third parties for their own marketing purposes unless we are lawfully permitted to do so and have clearly informed you.

## **30. Force Majeure / Unavoidable and Extraordinary Circumstances**

If unavoidable and extraordinary circumstances affect your booking, we may need to change or cancel arrangements and compensation may not be payable where the law permits this.

In such cases, we will provide such assistance and information as is reasonably required by the Package Travel Regulations 2018 where those Regulations apply.

### **31. Pandemics, Public Health Measures and Travel Restrictions**

Travel may be affected by pandemics, epidemics, public health requirements or government-imposed restrictions. These may include testing, vaccination, quarantine, isolation, border controls, reduced services, route changes or supplier operating restrictions.

You are responsible for complying with all entry requirements, testing requirements and health measures imposed by airlines, governments, ports, airports or local authorities.

If you are unable to travel because:

- You test positive,
- You are required to isolate,
- You fail a travel test,
- or you do not meet an entry requirement,

this will usually be treated as a cancellation by you, unless the law applying to your booking states otherwise. You should rely on your travel insurance wherever appropriate.

### **32. Unavoidable and Extraordinary Circumstances: War, Conflict or Threat of Conflict**

We will not be liable to pay compensation, damages, costs or losses arising from cancellation, curtailment, delay, amendment or non-performance of your booking where this results from unavoidable and extraordinary circumstances beyond our control, including but not limited to:

- War;
- Threat of war;
- Armed conflict;
- Civil unrest;
- Riot;
- Terrorist activity or threat of terrorism;
- Military action;
- Political instability;
- Government action or travel restrictions connected with actual or potential conflict.

For the purposes of these Booking Terms, **unavoidable and extraordinary circumstances** means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Where we are prevented from performing the contract because of such circumstances, we may cancel or make necessary changes to the booking without liability to pay compensation. However, where the Package Travel and Linked Travel Arrangements Regulations 2018 apply, we will provide any refund, assistance or other remedies required by law. This may include refunding payments for services not provided and, in some cases, providing assistance if disruption occurs after departure.

### **33. No Oral Variation**

No employee, agent or representative of African Star Tours may vary these terms unless the variation is confirmed by us in writing by an authorised representative.