



## BOOKING CONDITIONS

This information is designed to set out our obligations and your commitments, and should help avoid any misunderstandings between us when we make your booking. Please bear in mind that whilst South Africa is a developed country, Botswana and Mozambique are less so. However this element, far from detracting from your holiday, should add a spirit of adventure. Conditions are different from the UK but, after all, that is often why we find travelling so enjoyable. So please keep an open mind and enjoy the experience. If you have a specific hotel/lodge in mind, please feel free to request it – we can make the booking where we are confident of their quality and reliability. Once we have established your holiday requirements we will send you an itinerary. You are under no obligation to proceed with the booking however if you do decide to book with us, the following conditions form the contract between us...

**CONTRACT:** Your contract will be with us, Safari Diver Limited (company number 05178754) registered office address at 46 Sturt Road, Haslemere, Surrey GU27 3SD, UK. The contract between us is deemed to have been made at our office in Haslemere and is subject to English law and the exclusive jurisdiction of the English courts.

**PRICE:** Unless otherwise agreed, the price includes transfers, accommodation, safari and diving package (including tanks and weight hire). Meals are included as specified. Any entrance fees and compulsory charges will be included where relevant.

**ADDITIONAL COSTS:** Not included in our prices unless specifically noted: local government taxes (i.e. local airport departure tax), travel insurance, passport, visa, vaccinations, excess baggage charges, meals as specified, snacks, drinks, tips, laundry, telephone calls, optional excursions or activities, and anything else of a purely personal nature. We endeavour to inform you of all additional costs prior to travel, especially where local currency is required to pay them.

**FLIGHTS:** As an ATOL (Air Travel Organiser Licence) holder we are able to sell packages including flights. We will quote the least expensive, direct route, economy class fare available unless you indicate otherwise. In some cases between quoting and booking that fare category may be full in which case we will offer the least expensive alternative available. You do not have to accept this fare and can make your own arrangements.

**DIVING FITNESS:** All divers booking the diving element of a trip should be fully qualified to minimum PADI Open Water standard or equivalent BSAC, SAA, or other recognised certifying agency qualification, unless we have agreed to arrange specific training in the destination country. In some areas advanced qualifications may be required. All diving customers affirm that they have no health problems or physical limitations (i.e. history of lung disorders, asthma, epilepsy, diabetes or recent surgery) which would impinge on their participation in diving whilst on holiday, and agree to discontinue diving if respiratory congestion or a head cold takes place during or prior to the holiday. It is your sole responsibility to disclose to the dive operator any medical condition which may affect your ability to dive and you may be required to provide the dive operator with a medical certificate or self-certification diver medical form

indicating your fitness to dive. Anyone failing to provide such certification may not be able to participate in the diving element of the holiday for safety reasons. If you are in any doubt of your ability to participate fully in the activities of your holiday (diving or otherwise) please speak to us prior to booking.

**DESCRIPTIONS:** Although we have included descriptions of dive sites, these are obviously subject to change. Also the seasonal dates shown are a guideline only and are in no way a guarantee to see certain animals during specific dates. Most divers are used to keeping an open mind and enjoy the variety of reef life on offer at the time they are diving it. This also applies on safari.

**DIVE EQUIPMENT:** tanks, weights and weight belts are provided by the dive operators and form part of your 'dive package'. Please ask us if you need to hire any additional equipment. Unless indicated otherwise, it is assumed that you will bring your own kit (BCD, mask, fins, wetsuit/boots, regulator, dive computers, etc).

**SURFACE INTERVALS:** Most diving is carried out on a single-tank dive basis. This means that you will be taken to the dive site (usually by RIB) and returned after each dive which allows plenty of surface interval. If you are unsure of any of the dive practices please speak to the dive operator – they would rather know if you have problem than have an unhappy customer. Diving in Mozambique and South Africa is to a very high safety standard.

**DIVE WAIVERS:** You will be expected to complete and sign a waiver by each dive operator you dive with, prior to carrying out any diving. This effectively absolves them from any blame or liability should an accident happen. It must be noted that the dive operator may decline to take you diving if you do not sign the waiver or they feel (at their total discretion) that you are unfit to dive, thus jeopardising his staff, the other divers, or yourself. If you cannot dive due to any of these reasons, any cancellation by you of the holiday or any of the activities will be without refund to you and any cancellation for these reasons prior to departure will be subject to our standard cancellation charges.

**SAFARI FITNESS:** Safaris are open to almost everyone however if you have a medical condition which may give discomfort when sitting in off-road vehicles for several hours, please contact us to discuss before you book. It must be noted that we try to keep movement between lodges to a minimum by utilising air transfers where possible, which ensures most effective use of your holiday time. For your own safety and the safety of others, you must at all times follow the instructions of the safari rangers with you. They are very experienced in their environment and are used to dealing with wild animals. Please remember that the safaris are conducted in wilderness areas covering many thousands of square kilometres - they are not zoos or parks. Therefore, whilst the guides can take you to the optimum areas for spotting various game and predators, sightings of specific animals cannot be guaranteed.

**OTHER ACTIVITIES:** Some of the activities we can arrange require a high level of physical fitness. If you are participating in any of them, it is your responsibility to ensure that you can participate safely in terms of your ability and fitness to carry out the activity.

**BOOKING:** Our holidays are tailor-made therefore we need to spend some time discussing your requirements and special interests before we can

quote a price. Much depends on what you want to see and when you want to go. Telephone us on 01428 644501, fax us on 01428 654799, or email us at info@safaridiver.co.uk and we will contact you to discuss your plans. Once we have put together an itinerary that you

are happy with, you will need to complete, sign and return our booking form. This acknowledges that you accept our terms and conditions. The booking form will be sent to you by post, email or fax with your itinerary. The person signing the booking form confirms and warrants that he / she has the authority to make the booking on behalf of the other persons included on the booking form.

**GROUPS:** Groups can consist of friends, families, dive clubs, photography societies, etc. Typically, we can offer a discount with every group of ten people making the same arrangements (excluding flights).

**PAYMENT:** A deposit of 30% of the cost of the package as set out in your personal itinerary is required to secure the booking. On receipt of your deposit, we will issue a confirmation and statement detailing when the balance is due (usually 8 weeks prior to travel). If you are travelling within two months of booking, full payment is required at time of booking. We reserve the right to treat the holiday as cancelled and levy appropriate cancellation charges if the balance is not received by the due date. Payment is accepted by credit card (Visa, MasterCard) or cheque payable to 'Safari Diver Ltd'. Please note that payments by credit card incur a 2% handling charge (payments by debit card do not incur any additional charges).

**INSURANCE:** Please note that it is advisable to have travel insurance in place before booking. If you need help with insurance, please contact us (we do not provide insurance, but can provide contact information for suitable UK insurance companies). Make sure that you have adequate diving travel insurance to cover you for the depths of the diving you will be doing. It must be noted that Protea Banks and some sites at Aliwal Shoal are typically at depths between 30m and 40m. Therefore your qualification and insurance MUST allow you to dive to these depths.

**ALTERATION:** For alterations which you make to original bookings we reserve the right to levy an administration charge, on top of any charges that may be levied by airlines, hotels, dive operators, etc. together with the price of any changes.

**CANCELLATION:** Any cancellation by you of a confirmed booking must be notified in writing by email, post or fax. The cancellation will be effective from the date of receipt of notification, not date of sending. The following charges for cancellation will be applied (the charges are expressed as a percentage of the total price of the holiday):

69-45 days before departure	50%
44-31 days before departure	75%
30 days or less before departure	100%

Your insurance may cover any cancellation costs, if the reasons fall within their terms. Unfortunately there are some irretrievable expenses which we may have incurred prior to the cancellation such as flight bookings however we will endeavour to reimburse deposits where possible.

**SUBSTITUTION:** In the event that you are unable to proceed with your holiday due to reasonable

causes, you may find a substitute person to take your place provided we receive written notification from you. This is dependent on the airline accepting the change, and whether there is enough time to complete visa, health or other travel requirements before date of travel. Any additional costs incurred as a result of the substitution, such as airline cancellation and re-ticketing costs, are your responsibility. We reserve the right to reject the substitute should we have reasonable grounds to do so. If a substitution is permitted, the person who has transferred the booking and the person to whom the booking is transferred shall be jointly and severally liable for payment of the price of the holiday and for any additional costs arising from such substitution.

**UN-USED SERVICES:** There will be no refunds or compensation for any un-used accommodation, meals, flights, services or activities booked, nor are these exchangeable or assignable to others. Any alterations made by you during the holiday are entirely at your own expense. Especially relevant is any un-used pre-booked diving which cannot be refunded. If you are unable to dive due to bad weather, boat breakdown, etc. in certain circumstances we may be able to full or part refund the missed diving. Please speak to the dive operator to arrange alternative diving if possible, otherwise send us notification in writing within 28 days of your return home and we will endeavour to obtain a refund or part refund from the dive operator.

**DELAYS AND MISSED FLIGHTS:** Should there be a serious delay departing the UK, resulting in a missed connection, the airline will normally look after accommodation, meal and transfer needs. We will not be responsible for these expenses. Some insurance policies allow you to cancel your holiday and obtain full refund less any excess applicable, after a certain duration of delay - it is advisable to check your policy first. However if you miss an onward connection overseas through flight delay your policy usually does not allow for cancellation of the holiday and return home. If you elect to do this, the expenses incurred are your own responsibility. Again, it is advisable to check your particular policy. If the missed connection is with the same airline, the airline may cover the cost of any the less accommodation, meals and transfers involved during the wait for the next available onward flight. You should check with the airline's representative before incurring any such costs. If the connecting flight is with another airline and provided the delay is due to circumstances outside their control or unanticipated events, neither the airline nor the tour operator will be liable for any costs involved. In these circumstances we will endeavour to assist you to resume your holiday - please contact us as soon as possible if you cannot resolve problem locally. Circumstances outside the airline's control, or unanticipated events, include: technical or maintenance problems, Government action, industrial disputes, war or threat of war, civil strife, terrorist activity, riot, natural or manmade disaster and severe weather conditions.

**SURCHARGES:** Our prices are calculated individually and as such should remain timely. However in some cases of rapid changes in exchange rates and inflation, we cannot guarantee prices. We therefore reserve the right to increase prices after you have booked in the event of substantial cost increases stemming from negative changes in exchange rates, transport costs,

government taxes, fees, dues and levies. We will absorb any increases of 2% or of your total holiday price (excluding any alteration charges) and we may have to pass on part or full additional increases to you. Our trips are usually calculated in local currency or US\$. If the additional cost exceeds 10% of the price of your holiday, you may:

- (i) accept the increase and pay the increase;
- or
- (ii) cancel the booking and receive a full refund excluding the cost of flights, provided you notify us within 14 days of the date of our notification to you of the surcharge;
- or
- (iii) you can arrange a substitute holiday with us of equivalent or closely similar standard and price without incurring cancellation charges, excluding the cost of any flights, which are changed or cancelled for which you will be charged in full;
- or
- (iv) you can arrange a substitute holiday with us for a lower price or standard and we will refund the difference in price (except for any cancelled or changed flights which will be charged at full cost).

**HOLIDAY ALTERATION OR CANCELLATION:** As our holidays are put together on an individual basis there should be minimal changes to the itinerary agreed. However, on occasion, due to circumstances outside our control it may be necessary to make alterations or due to extreme factors, to even cancel your holiday. Examples of these circumstances are: technical or maintenance problems with transport, rescheduling changes or flight cancellations, government action, industrial dispute, war or threat of war, civil strife, terrorist activity, riot, natural or man-made disaster and severe weather conditions. In these circumstances, if we do alter or cancel your holiday, we will endeavour to refund the cost of your holiday. Whilst we will try to keep to the original itinerary as closely as possible, reasonable alternative arrangements which are made must be accepted and are not grounds to cancel the holiday without cancellation charges. In some instances major alterations which result in an increase in price may occur, in which case you can either agree to proceed with the holiday and accept the increase or you may cancel the booking provided you give us seven days notice in writing (by post, e-mail or fax). Flights cannot be refunded. Please note that we will only make alterations to the agreed itinerary if circumstances outside our control arise (as detailed above), or there are issues of safety or events that may affect your holiday enjoyment. In all cases we will keep you informed.

**PASSPORT, VISA, VACCINATIONS:** You are responsible for ensuring that your passport is valid (with at least two clear pages and six months left to run at the start of your holiday), and that you have the necessary visa. We can help you to obtain visas using a consular service in the UK. You are also responsible for ensuring that you have the necessary vaccinations, especially anti malaria medications where relevant.

**COMPLAINTS:** If you have a complaint, speak to the hotel / dive operator management in the first instance. If they can help you sort it out, they will. Alternatively contact us and we will try to assist you. If the problem remains un-resolved in spite of prompt notification, then you should send a written complaint to our office and to the supplier or

provider concerned within 28 days of the completion of your holiday.

**LIABILITY:** We have taken every step to ensure that the details in this brochure, and on our website, are correct and that the arrangements are properly made. We use reputable transport agents, hotels and lodges, and dive operators. We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to you, including acts or omissions by our employees or agents. We will accept full liability for death, personal injury or illness arising only out of our negligence or that of our employees. In the case of any other loss or damage suffered as a result of our negligence or that of our employees, agents or suppliers we limit the maximum extent of our liability to twice the amount paid for the holiday in question. However we cannot accept responsibility for claims arising out of carriage by air, sea or land, or provision of hotel accommodation. We have no control over carriers or providers concerned and you are subject to their terms and conditions, which are governed by international conventions which exclude or limit liability in respect of death, injury, or delay and loss or damage to baggage. You confirm and acknowledge that all such terms and conditions will form part of your contract with us, the carriers and providers. We would be happy to supply you with a copy of the applicable terms and conditions on request. It is also important to note that operational decisions may be taken by air or sea carriers, or airport authorities, that result in delays, diversions or rescheduling. We have no control over such decisions and are therefore unable to accept responsibility for them.

**BONDING AND FINANCIAL SECURITY:** The air holidays we provide are ATOL protected. Our ATOL number is 6685. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money that you have paid to us for an advance booking. Visit [www.atol.org.uk](http://www.atol.org.uk) for more information. For non-UK residents booking with us, ATOL cover only applies for flights originating within the UK.

**TRAVEL INSURANCE:** It is very important that you obtain insurance against the 'usual risks' associated with travel. It should be in place from the time of booking your holiday until the time you return home. We strongly advise you do not make arrangements, or travel without insurance. Your insurance should provide adequate protection against medical / repatriation expenses while abroad and cancellation / curtailment charges in the event that you, a travelling companion or a close relative falls ill before or during your holiday. If you travel more than once a year on holiday, it is more cost effective to take out an annual travel policy. Divers in particular should take out specialist diving medical and evacuation insurance cover, making sure that it covers you to the depths you will be diving to on holiday. Also remember to check your household policy for cover of any diving or photographic equipment you will be taking with you. It may be necessary to take out additional specialist insurance.