

visions of
Africa

Reservations:

0845 345 0065

Visions of Africa Limited, Bolney Place, Cowfold Road
Bolney, Haywards Heath, RH17 5QT

Fax: 0871 222 3913

Email: info@visionsofafrica.co.uk

www.visionsofafrica.co.uk



Terms & Conditions

Please read carefully

Visions of Africa is the holder of ATOL no 5889 granted by the Civil Aviation Authority. This means that holidays for which we have arranged flights are ATOL protected. In the unlikely event of our insolvency the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advanced booking. For further information visit the ATOL website at www.atol.org.uk

For holidays where we have not arranged flights you are similarly protected through an insurance policy with the Travel and General Plc.

1. The Contract:

The following booking conditions form the basis of your contract with Visions of Africa. There will be no contract in place until you have provided the required deposit along with (if applicable) the appropriate non refundable insurance premium and our confirmation invoice has been issued.

2. Booking your holiday:

If you book directly with Visions of Africa, all correspondence will be sent to the address specified at the time of booking. If the booking is made through a travel agent, all communications by Visions of Africa will be to the travel agent. All monies that you pay to the travel agent will be held by them as an agent for Visions of Africa. Visions of Africa reserve the right to refuse or accept a booking at its discretion.

3. Payment details:

A deposit of £200 per person and, if insurance is required, the correct (non-refundable) insurance premium must be paid at the time of booking. The balance of your booking payment must be received by Visions of Africa at least 8 weeks prior to the date of departure. Your travel documents will not be released until the balance of payment has been received by Visions of Africa. In the case of bookings made less than 8 weeks prior to departure, full payment is due immediately. If the final payment is not received by the due date, Visions of Africa reserves the right to cancel the booking and to apply the charges as set out in paragraph 6 below.

4. Price guarantee:

Once we have received your deposit, the price of your holiday will not be subject to any surcharges except those resulting from any additional charges, airline taxes, or levies imposed by any government or fiscal authority.

5. Airport charges and departure taxes:

Any action by UK governments and other authorities introducing mandatory increases or new charges are not covered by Visions of Africa's price guarantee. All known pre-payable charges are included within our brochure prices. However, certain taxes can only be paid locally, and it is your responsibility to ensure that you have sufficient local currency to pay these taxes.

6. Cancellation by you:

If you wish to cancel your booking, you must notify Visions of Africa in writing. The date of cancellation will be the date that we receive this written notice. In the event of cancellation by you, no insurance premiums paid will be refunded and the following cancellation charges will apply:-

| Days before departure | Applicable cancellation charge |
|-----------------------|--------------------------------|
| More than 56 days | deposit |
| 42 to 56 days | 40% |
| 35 to 41 days | 60% |
| 14 to 34 days | 75% |
| 13 days or less | 100% |

7. Alterations by you:

If you wish to change your booking after our confirmation invoice has been issued, you must inform Visions of Africa in writing, and we will do our utmost to meet your request but it may not always be possible to do so. We reserve the right to charge an administration charge of £40 per alteration per booking together with any further costs that we may incur. Amendments cannot be made less than 56 days prior to departure and would be treated as a cancellation. Requests for an amendment or cancellation to a booking must be made in writing to Visions of Africa and we will confirm our acceptance by issuing the appropriate confirmation invoice. If you amend your travel arrangements after your holiday has commenced, it is your responsibility to meet any additional costs that may be incurred, and we regret that no refunds are due for any unused services.

8. Cancellation by Visions of Africa:

Visions of Africa will not cancel your booking after the balance due date unless it has to as a result of any of the reasons referred to in paragraph 13 below, or unless payment has not been received by Visions of Africa in accordance with the payment conditions in paragraph 3. Subject to the above, Visions of Africa reserves the right to cancel your booking on or before the date when payment of the balance of your booking becomes due. In the event of cancellation by Visions of Africa, we will inform you or your travel agent as soon as reasonably possible and you will be offered the choice of an alternative of comparable standard if available, together with a full refund of any price differential, or a full refund of monies you have paid. Visions of Africa reserves the right at our absolute discretion to terminate without notice the booking of any client whose behaviour is such that it is likely, in Visions of Africa's opinion, or the opinion of an airline pilot or other person in authority, to cause distress, damage, danger or annoyance to other clients, employees, any third party or property. In the event of termination of your holiday due to any of the circumstances in this subparagraph, our responsibility ceases. Full cancellation charges will apply and Visions of Africa will be under no obligation to refund, compensate or indemnify you for any other costs you may incur.

9. Alterations by Visions of Africa:

It is unlikely that Visions of Africa will have to make any changes to your booking, but in the event of minor changes having to be made, we reserve the right to do so. Should it be necessary for a material change to your booking (which we reserve the right to do), Visions of Africa will inform you or your travel agent as soon as reasonably possible. A material change is one that is made to your booking before departure that involves, for example, a change of flight time by more than twelve hours or a change of airport (except where they serve the same city or resort), or a change to a lower standard of accommodation. In the event of a material change, you will be offered the choice of:-

- (i) accepting the alteration and the contract being varied accordingly;
 - (ii) purchasing an alternative with Visions of Africa with a credit being given for the price of the original arrangement; or
 - (iii) a refund of any money you have paid.
- Any alteration to the airlines or aircraft types set out in this brochure or otherwise notified to you will not entitle you to cancel your booking or to receive compensation.

Where flight timings have been given, these are for information only.

10. Compensation for cancellation or major alteration by Visions of Africa:

In the event of cancellation or a major alteration to your booking, Visions of Africa will pay you compensation as follows (except where we have to cancel or make a major change to your holiday as a result of any of the reasons referred to in paragraphs 3 or 13 whereby compensation is not payable):- No other claims for compensation or expenses will be considered. Land only bookings do not qualify for any compensation.

| Days before departure that material change was notified | Compensation per person for air inclusive bookings |
|---|--|
| More than 56 days | £10 |
| 42 to 56 days | £15 |
| 35 to 41 days | £20 |
| 14 to 34 days | £30 |
| 13 days or less | £40 |

11. Visions of Africa's liability:

- (i) Although Visions of Africa has no direct control over the services provided to you by independent suppliers, it does accept responsibility for the quality of your holiday components.
- (ii) Visions of Africa also accepts responsibility if you or any person named on the booking form suffers bodily injury, illness or death due to a negligent act and/or omission of:-
 - (a) our employees or agents; or
 - (b) our suppliers or sub-contractors' servants or agents whilst they are acting in the course of their employment to provide any service or arrangement forming part of the holiday that you have booked with us. Our liability is limited to the full extent allowed by relevant international conventions in respect of anything arising during or out of carriage by air, land or sea to which such international conventions apply; provided that any such claims are notified in writing to Visions of Africa within ninety days of completion of such carriage and any claims will be subject to and dealt with in accordance with English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. Visions of Africa's liability to you

(except in the case of damages for personal injury or death) is limited to twice the price of the holiday paid by you or the affected member of your party.

(iii) Should you or any member of your party suffer illness, personal injury or death, through any misadventure out of an activity, which does not form part of our travel arrangements, nor part of an excursion sold through us, we shall, at our discretion, offer advice and assistance. This may include initial financial assistance in the form of a Legal Expenses Insurance, where appropriate, up to a limit of £5,000 per booking. All requests for assistance must be made within ninety days of the misadventure and you must receive our written consent prior to commencement of legal proceedings. Our consent will be given subject to you undertaking to assign to Visions of Africa any costs or benefits received from any judgement or insurance payment that you may obtain.

12. Conditions of carriage:

All transportation by air or land is subject to the contractual terms and conditions of carriage of the company providing the transport, some of which may limit or exclude liability. Carriers' terms and conditions are subject to International Conventions, copies of which are available for inspection. By its contract with you, Visions of Africa does not enter into an agreement for carriage by air or land, but only undertakes to reserve on your behalf accommodation on board an aircraft or vehicle operated by an airline or ground service selected by Visions of Africa.

13. Force Majeure:

Visions of Africa accepts no responsibility for and shall not be liable in respect of any loss or damage or alterations, delays or changes arising from unusual and unforeseeable circumstances beyond its control, such as war or threat of war, riot, civil strife, industrial dispute including air traffic control disputes, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical problems with transport, closure or congestion of airport or ports, nor cancellation of schedules by airlines.

14. Complaints Procedure:

If you have a problem during your holiday, please inform the relevant authority (e.g. hotel, tour manager, etc) immediately who will endeavour to resolve it. If your complaint is not resolved locally, you must follow this up within 28 days of your return home by writing to our Customer Services Department in Bolney, giving all the relevant information. Please note that it is a condition of this contract that you communicate any problem locally whilst on holiday. If you fail to follow this simple procedure we cannot accept responsibility as we will have been deprived of the opportunity to investigate and rectify the problem and this may affect your rights under this contract. No action can be taken nor liability accepted for complaints received by Visions of Africa more than 28 days after completion of your holiday. Disputes arising out of, or in connection with this contract, which cannot be amicably settled may be referred to Arbitration.

15. Jurisdiction:

This contract is governed by English law and subject to the provisions of paragraph 14 above concerning your right to go to arbitration if you so choose. Any dispute arising here under shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

16. Brochure validity and accuracy changes and errors:

The information within this brochure may have changed by the time you book your holiday. We do make every effort to ensure accuracy at the time of printing but regrettably errors do occur. Please ensure that you check all details of your holiday (including price) are correct at the time of booking and on receipt of your confirmation invoice. Where maps and distances are shown within this brochure, these are only intended as a general guide for you.

17. Health and Safety:

Whilst Visions of Africa make every effort to use the services of reputable suppliers, it is important to remember that overseas safety standards and regulations are the responsibility of the governing authorities of each country and as a result may differ from those in the UK. You are therefore requested to take extra care when venturing into unfamiliar buildings and surroundings. We would respectfully request that you take a few minutes to familiarise yourselves with fire escape routes and take sensible precautions with regards to local foods and beverages, in particular, ice in drinks. If you are doing a safari please follow the instructions and advice of your guide and please keep with your party.

18. Date of Issue:

01 05 2005

Visions of Africa - Booking Form

Please complete and return to Visions of Africa at:
 Bolney Place, Cowfold Road, Bolney, Haywards Heath, RH17 5QT
 Reservations: 0845 345 0065 Email: info@visionsofafrica.co.uk Fax: 0871 222 3913

| |
|-------------------|
| Booking Reference |
|-------------------|

| PASSENGERS NAMES | | | | |
|------------------|---------|---------|-----|-----------|
| Title | Initial | Surname | Age | Insurance |
| | | | | Yes/No |
| | | | | Yes/No |
| | | | | Yes/No |
| | | | | Yes/No |
| | | | | Yes/No |
| | | | | Yes/No |

Please delete 'Yes' in insurance box if this is not required.

| | |
|-----------|----------|
| ADDRESS: | |
| | |
| | |
| | |
| Home Tel: | Day Tel: |
| Email: | |

| INTERNATIONAL AND INTERNAL FLIGHTS | | | |
|------------------------------------|---------------|---------|---------|
| Date | No of persons | Airline | From/To |
| | | | |
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| | | | |
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| | | | |
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|-----------------------------------|
| SPECIAL REQUESTS - not guaranteed |
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|-----------------|
| TOURS |
| Name of Tour: |
| Departure date: |
| Departure City: |

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|--------------------------|
| VEHICLE HIRE |
| Drivers Name: |
| Pick-up Date/City/Time: |
| Drop-off Date/City/Time: |
| Group of Vehicle: |

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| If you have not taken our insurance please complete the following- I have taken an alternative insurance policy which provides cover comparable or greater than that provided by Visions of Africa policy, including cancellation cover for all causes beyond my control and offering a 24 hour emergency telephone service. My Insurers are _____ Policy No. _____ 24 hr Emergency Contact Number _____ Signed _____ Date _____ |
|--|

| ACCOMMODATION - HOTELS AND LODGES | | | |
|-----------------------------------|-----------|--------------|--------------|
| Hotel | Room Type | Arrival Date | No of Nights |
| | | | |
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| PAYMENT DETAILS A deposit and Insurance premium if applicable is required if your booking is made 2 months or more prior to departure. For bookings within 2 months full payment is required. Our deposit is £200 per person. Please make all cheques payable to Visions of Africa Ltd. Total deposits/full payment enclosed: x = £ Total insurance premium enclosed: x = £ Total remittance enclosed: x = £ |
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|---|
| I wish to pay the amount shown by Mastercard/Visa/Switch/Delta Please note all credit card transactions will be subject to charges. This charge may increase if credit card companies raise their fees. Surcharges will be advised at the time of the payment. Card No. _____ 3 Digit security code: _____ Issue no: _____ Expiry date: _____ Start date _____ If the name and/or address of the cardholder is different to that given by the party leader, please give details. _____ |
|---|

| INSURANCE PREMIUMS | | |
|----------------------------|---------|--------|
| Adult: | 8 days | £41.36 |
| | 12 days | £48.84 |
| | 17 days | £52.36 |
| | 24 days | £57.20 |
| | 31 days | £63.80 |
| Children: (under 18 years) | | 50% |
| Infants: (under 2 years) | | FREE |

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|---|
| CLIENT'S DECLARATION I have read and agree on behalf of all persons on this booking form to accept the Booking Conditions and Travel Information. I also accept the Insurance Conditions (where applicable) and warrant that I have authority of all persons named on the booking form to make the booking subject to these conditions. Signature: _____ Date: _____ (This must be the signature of the first named above or Parent/Guardian, for bookings by persons under 18 years of age). |
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| If you would like us to send a copy of our brochure to a friend, please give their name and address below. _____ _____ _____ |
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The air holidays and flights in this brochure are ATOL Protected by the Civil Aviation Authority. Our ATOL number is 5889.

