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KNOWLEDGE. EXPERIENCE. TRUST.



Bushbuck Safaris Limited

Please take note that our deposit and cancellation conditions may vary with individual safaris in accordance with the deposit and cancellation conditions of our operators

Booking Terms & Conditions

1. Booking & Acceptance

- a) We will provide you with a detailed itinerary and costing for the agreed safari itinerary.
- b) To book your safari, you need to complete our booking form and return it to us.
- c) The first named person on the booking form must be over 18 years of age and will act as the party leader, and by signing the booking form, or ticking the relevant box for the online version, the party leader will be deemed to agree to the booking conditions on behalf of all party members.
- d) The guest information form needs to be completed on booking. The form has been designed for you to provide as much information as you can about interests, preferences, emergency contacts etc. Fully completing every part of the form will enable us to let our colleagues in Africa know something about you. This will ensure the safari is conducted with your own requirements in mind.
- e) A non refundable 20% deposit secures the safari for you. If you book within 65 days before your departure date, then payment of the full holiday price is required when you book.
- f) It is sometimes necessary to make different arrangements about deposits and balance payments. If this is so we will say so in writing and agree these with you before accepting your booking.
- g) Upon receipt of your deposit or full payment, we will send you written confirmation of the booking so as to establish a binding contract between us which will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
- h) The balance of payment on the safari must be paid not later than 65 days prior to departure and if not received on time we reserve the right to treat the booking as cancelled by you and to levy cancellation charges.

2. Insurance

We are not allowed to advise on travel insurance beyond general advice. We consider adequate and appropriate travel insurance to be essential. Please purchase comprehensive travel insurance. This policy must cover as a minimum pre and post departure cancellation and delay, including for force majeure reasons (as defined in the Force Majeure clause below) where possible and must cover for the entire duration of your trip including 24 hour emergency medical cover with a repatriation service. You must also have adequate cover for loss or damage to personal belongings (including valuables such as photographic equipment).

If you intend to undertake activities or excursions during your holiday and these are not covered by your standard policy, please ensure that you purchase additional cover for these. It is a condition of booking that on when riding horses you wear a hard riding helmet at all times.

Please disclose any relevant information including pre-existing injury or disability or condition to the insurer at the time of purchase of your policy. Your contract of insurance is a separate contract between you and your insurers and is subject to policy conditions which you must read carefully and please take your policy details with you on safari. We do not check insurance policies. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

3. Accuracy

We make every effort to ensure that the information contained on our website and set out in our itineraries is as accurate as possible, and whilst correct at the time of publication, it may be subject to alteration. If we receive prior notification of alterations to any accommodation, services or facilities we will inform you as soon as reasonably possible. It should be noted that destination information is for guidance purposes only and that the photographs displayed on our website or in our itineraries are used to give an impression of the accommodation and services offered.

4. Alterations by you

If, after we have confirmed a booking, you request a change in the dates or content of your itinerary we will do our best to meet your revised requirements but any such request may be treated as a cancellation and re-booking and thus subject to cancellation charges.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than 2 weeks before the start of your safari. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected.

If you wish to make a change to your arrangements whilst on holiday this is your sole responsibility and any additional cost must be paid by you. It is not possible to make refunds for any services or accommodation or meals booked but not used.

5. Cancellation by you

a) Cancellation by you must be in writing to us and will be effective upon the day of receipt

b) If notification of cancellation is received from confirmation until 65 days before departure your deposit is forfeited.

c) If notification of cancellation is received within 64 days before departure then cancellation charges will apply as follows:

Days prior to departure	Percentage of safari price
More than 65 days - deposit forfeited	20%
64 to 45 days	60%
44 days or less	100%

d) Partial cancellation may result in the recalculation of the cost of the holiday for remaining party members.

If you have to cancel for any reason covered by your travel insurance policy and follow the procedure laid down by the insurers, you will be able to reclaim the cancellation charges subject to any policy excess.

6. Alterations & cancellations by us

Once your booking has been confirmed we will make every effort to provide you with the booked safari arrangements but reserve the right to alter or cancel the whole or part of the safari if we cannot avoid doing so. If any such alterations are significant then you will have the right to cancel the safari when we will refund in full all monies paid as we will do in the event of cancellation by us. In either event we will do our best to provide you with comparable alternative arrangements which may be at a different price but if they are not acceptable to you then, if appropriate, we will pay you compensation up to a maximum of 2% of the safari price.

7. Prices & increases

- a) Unless, otherwise agreed the safari price includes the cost of the land transportation, accommodation, all meals as specified, professional guides and gameviewing.
- b) Not included in the safari price are international flights, visa fees, airport taxes, excess baggage charges, tipping for services, drinks in some camps and lodges, meals outside the camps and lodges, specific meals in certain hotels, additional activities and entrance fees and items of a personal nature.
- c) The safari price is based on costs known at the date of booking and on relevant rates as at that date and is subject to variation only to reflect subsequent increases in transportation costs (including fuel and air fares), dues, taxes, (including VAT) and fees chargeable for services or adverse exchange rate variations. Even so we will absorb any such price increases up to an equivalent of 5% of the safari price and if the necessary increase is in excess of 5% we will notify you accordingly when you will have the right to cancel within 14 days of such notification with full refund of all monies paid or we will have the right to charge you such excess over 5%. Notwithstanding the provisions of this clause the safari price will not be increased within 60 days of departure.

8. Our responsibilities

- a) We accept responsibility for the arrangements we agree to provide and arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these 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. Please also note that standards, including hygiene and health and safety, vary according to destination and sometimes these are lower than those in the UK. The services will be deemed to be provided with reasonable skill and care if they comply with any applicable local regulations or if there are no applicable local regulation, to any applicable local standards and practices.
- b) 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:
 - i) the act(s) and/or omission(s) of the person(s) affected;
 - ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - iii) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - iv) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- c) If you are unhappy with any of your safari while you are away you must address your complaint at the earliest opportunity to the supplier of the services and to us and if the problem is not resolved by the end of your safari then you must supply us with full written details within 30 days thereof. Failure by you to complain at such earliest opportunities may prejudice your legal rights.

9. Your responsibilities

- a) It is your responsibility that passports, visa, immigration and health matters, inoculations and certificates and other necessary travel documents and entry requirements are in order, to check-in for flights by the correct time and to be in the right place at the right time for ground travel arrangements. Most countries now require passports to be valid for at least 6 months after your return date.
- b) We do not accept responsibility if you cannot travel or incur 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.
- c) It is your responsibility to check in for flights at the correct time and to be in the right place at the right time for ground travel arrangements etc. We do not accept liability if you fail to do so. No refunds will be given for lost or mislaid tickets or other travel documents.
- d) It is a condition of your contract with us that you act with reasonable prudence and circumspection whilst on holiday and that you comply with all health and safety requirements of guides, camps etc.
- e) As between you and suppliers of accommodation, transport and other services which form part of your safari their conditions of business will apply which may mean that you will be required by such suppliers to sign liability waivers or other such documentation for some potentially more hazardous activities such as balloon, canoe, riding and walking safaris and white water rafting.
- f) Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

10. Force Majeure

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. You must ensure that you have comprehensive travel insurance in place to provide you with cover in relation to such events.

11. Acceptance of risk

There may be an element of personal risk attached to the holiday and the activities that you have booked. In accepting these conditions, you consent to these risks. If you suffer from any pre-existing injuries that may affect your ability to undertake an activity, please consult your doctor and notify your insurers before you travel.

12. Financial protection

We are members of ABTOT (membership number 5324). The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel and linked Travel Arrangements Regulations 2018 for Bushbuck Safaris Limited, and in the unlikely event of our insolvency, protection is provided for the following:

1. Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made out the UK are only protected by ABTOT when purchased directly with Bushbuck Safaris Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call the ABTOT 24/7 helpline on 01702811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here;

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

You can find out more about ABTOT here - <https://www.abtot.com/>

13. Data protection

In order for us to process your booking, we ask for personal information including but not limited to your names, dates of birth, passport details, address and contact information, dietary requirements, health issues or special needs, personal travel insurance information etc. The person completing the booking form is responsible for ensuring that all members of the party are aware of our conditions and this privacy policy.

We will use the information given to effect all reservations, and we may disclose the information to our service providers to ensure that your holiday can proceed as smoothly as possible. Some of the information, such as medical conditions, may be classified as 'sensitive personal data' under the Data Protection Act 1998. Having this information will help us cater for your needs, and if disclosed is done so on condition that we have your positive consent. If you do not agree to our disclosing this information, we cannot take your booking.

We will retain your contact details in our files so that we may send you information about our services in the future. If you do not wish to receive such information in the future, please let us know. We will not however, pass any information onto any person not responsible for part of your travel arrangements.

14. Jurisdiction & applicable law

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.

04 August 2022