

Safari Drive Terms and Conditions for Gravel Travel clients

Please read these conditions carefully. We want you to be satisfied with your Gravel Travel holiday. On signing the booking form you will have warranted that you have read and accepted these conditions both on your behalf and all persons named on the booking. It is essential and a condition of our contract that you also carefully and thoroughly read and abide by all information we provide you with at any stage for your own safety and security. This information also forms part of our contract where it relates to your confirmed holiday arrangements.

1) Words and phrases used in these conditions

In these conditions, 'the Company', 'we' and 'us' means Gravel Travel a trading name of Safari Drive Limited trading as Safari '. 'you' and 'your' means all persons named on the booking (including the person who makes the booking and anyone who is added or substituted at a later date), 'party leader' means the person who makes the booking and 'force majeure' has the meaning referred to in cl 11 below.

2) Booking and Deposits

Once you have chosen your arrangements, the party leader needs to send us a signed booking form together with payment of the deposit advised at the time of booking (or full payment if booking within 8 weeks of departure) and all applicable insurance premiums (if the insurance we offer is required) in order to make your booking. Providing we are in a position to do so, we will confirm your booking by issuing a written confirmation. A contract between you and the Company will only come into existence when we do so and not before. Acceptance of any booking is entirely at our discretion. Should we not accept any booking we will refund any deposit / other payment received. In any other case the deposit and any other payment will be refundable only in accordance with these conditions.

3) Your Confirmation

Please check your confirmation carefully as soon as you receive it as it sets out the services we have agreed to arrange or provide for you. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

4) Terms of payment

Payment of the full price of the holiday, including any additional charges shown on any supplementary invoice, are payable by the date shown on confirmation/invoice (i.e. 8 weeks prior to the date of departure or at the time of booking if within that period). Surcharges may be levied in accordance with cl 5 below. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to treat your booking as cancelled by you with effect from the date we reasonably so treat it. In this case, cancellation charges will be payable as set out in cl X. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on our behalf until they are paid to us or refunded to you. For bookings which do not include flights, all monies you pay to such an agent for your holiday with us will be held by the agent on your behalf until we issue our confirmation of your booking. After that point, the agent will hold the monies on our behalf.

5) Special requests and medical problems / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable request on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed it in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking. In any event, you must give us full details in writing at the time of booking. [If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details].

6) Insurance

You must insure against your own cancellation and for medical and personal accident (**including motorcycle riding in Africa**, local and international repatriation) and all other usual travel risks, either through the Insurance Policy negotiated by the Company or some other reputable insurer giving comparable or better cover under all sections of the policy which must be suitable for this type of holiday arrangement. Where alternative insurance is taken, details of the company and policy number must be provided on the booking form at the time of booking. In either event such policy as may be taken out by you shall be independent of these conditions and shall be governed by such conditions as apply thereto. You must read your policy details carefully and carry them with you at all times on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and sufficient for your particular needs and covers all aspects of your holiday including driving hire motorcycles in Africa and any other activities you intend to participate in..Eg Quad bike riding

7) Prices and surcharges

Prices may be changed and errors corrected at any time before your holiday is confirmed.

Once the price has been confirmed at the time of booking, we will only increase or decrease it if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports change or our costs change as a result of fluctuations in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in cl 8 'Cancellation and Alteration by the Company'. Although insurance (where purchased through us) does not form part of your contract with us or of any 'package', we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 8 below. If we do not hear from you within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday. A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

8) Cancellation and Alteration by the Company

Particularly as a result of political or environmental changes, rescheduling of air routes and times and other circumstances outside our control, we have on occasions to make changes to and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a 'significant change'. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your confirmed holiday. Significant changes are likely to include the following changes when made before departure and where applicable to your booking; a change of accommodation to that of a lower standard for the whole or a major part of the time you are away, a change of area of travel for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours or a change of UK departure point (except as between Heathrow, Gatwick, Luton and Stansted) to one which is more inconvenient for you where your holiday includes flights arranged by us.

If we have to make a significant change or cancel, we will tell you as soon as possible. We will endeavour to offer you alternative routing and/or dates and at least one option which is of a similar standard and cost. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will endeavour to offer you at least one alternative holiday of equivalent standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of the other arrangements we have available. You must pay the applicable price of any such alternative arrangements. This will mean your paying more if they are more expensive or receiving a refund if cheaper or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

9) Cancellation by you

Notice of cancellation by you must be made in all cases in writing, signed by the person who signed the booking form. Cancellation is effective from the date of receipt by the Company of such notice. If cancellation notice is received by the Company 56 days or more before the departure date, each person cancelling will forfeit their deposit and insurance premium (and any alteration charges) only. If cancelling less than 56 days before departure the following percentage of the total holiday price of the person(s) cancelling will be payable as a cancellation charge based on the period before departure we receive your written cancellation notice. 56 - 42 days: 40%, 41- 31 days: 60%, 30 - 0 days: 100%. Should payment of the holiday cost not have been made in full when you cancel then you must pay the cancellation charge within 7 days of notification of cancellation even where you have an insurance policy which may cover the cancellation. It is for you to claim any insurance money due from the insurers direct. For partial cancellation of a booking, please also see clause 10.

If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than [2 weeks] before departure and provided with appropriate evidence of the reason the person concerned is prevented from travelling. 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 together with an amendment fee of £ 25 must be paid before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of an alternative flight.

10) Alterations by the Client

If you need to change or cancel, timings, flights, accommodation, dates or names of party members from those originally confirmed by the Company 42 days before departure the Company reserves the right to charge £ 25 per alteration required together with all costs and charges incurred by the Company or incurred or imposed by any of our suppliers where it is possible to make the change. Where confirmed services are cancelled, the suppliers cancellation charges will be payable in addition to the £ 25 alteration fee. The Company reserves the right to re-calculate the holiday price for the remaining party members in the event of partial cancellation. If you choose to modify your arrangements after the commencement of the holiday eg. change accommodation or duration of stay you will be deemed to be breaking your contract with the Company. The Company cannot therefore accept liability for any loss, damage or additional expenses and no refunds for unutilised services or arrangements will be made.

11) Force Majeure

Except where otherwise expressly stated in these conditions, the Company cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 12 a) below) as a result of "force majeure". In these conditions, "force majeure" means any event which the Company or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

12) Liability of the Company

a) Subject to these conditions and to the information contained in the literature we send you, we promise to make sure that all services we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means, subject to these conditions and the information contained in our literature, we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in arranging, performing or providing, as applicable, the contracted service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We will only be responsible for what our employees, agents

and suppliers do or do not do if they were at time acting in the course of their employment (our employees) or carrying out work we had asked them to do (agents and suppliers).

b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

i) the act(s) or omission(s) of the person(s) affected or any member(s) of their party; or,

ii) the act(s) or omission(s) of a third party not connected with the provision of your holiday which we could have predicted or avoided; or,

iii) force majeure as defined in clause 11.

In addition, we will not be responsible for any losses, expenses, costs or other sum you suffer which relate to any business activity. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier or agent agrees to provide for you where the services or facilities are not advertised or referred to by us in our literature and we have not agreed to provide or arrange them.

c) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions (including money and/or event tickets) is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money and/or event tickets), the maximum amount we will have to pay you is £ 50 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see sub clause (e) below .

d) Where any claim or part of a claim relates to any travel arrangements (including the process of getting on/off the transport concerned) provided by any sea, rail or road carrier, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier concerned under the applicable international convention (for example, Athens Convention for international travel by sea, Warsaw Convention, as amended or unamended and the Montreal Convention for international travel by air) in that situation. Where the carrier would not be obliged to make a payment under international convention, we are similarly not obliged to make a payment. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the conventions are available on request.

e) Please note many of the services which make up your holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 12 d) above).

f) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

13) Your contract

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the AITO arbitration scheme (if the scheme is available for the claim in question - see below) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

14) Complaints and Disputes

If you have a complaint, [insert details of what clients need to do if this situation arises] Disputes arising out of or in connection with this contract which cannot be amicably settled may (if the you wish) be referred to arbitration under a scheme administered quite independently by AITO. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £ 2500 per person. There is a limit of £ 10,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness. The rules of the scheme provide that the arbitration must be made within nine months of the date of the holiday, but in special circumstances it may still be offered outside the period. Contact us for full details. See also clause 13.

15) Wild Animals and other hazards

Please be aware that your Safari will take you to remote areas and may take bring you into close contact with wild animals and other hazards, natural and man made. The Company cannot be held responsible in the unlikely event that an attack should take place or you encounter any other hazard. It is the responsibility of the Client to ensure their own safety and the Company, its nor their employees, nor their agents and suppliers cannot be held responsible for any attack, injury, death, loss/damage of personal possessions, or accident or other event of any description which that may occur during the Safari. Medical assistance may be difficult to obtain / a considerable distance away and may be limited when reached. You must carry and abide by all information we provide you with in relation to your holiday arrangements at all times as this is crucial for your own safety and security.

16) Photographs

These are intended to give an overall impression rather than details of a specific place.

17) General

The facilities, local prices and amenities mentioned in this brochure are shown in good faith as generally being available. Should local prices vary, or facilities not be available at certain times as a result of weather conditions, lack of support etc. the Company cannot be held responsible.

18) Conditions of Motorcycle Hire

(i) Drivers must be over 25 years old, have at least 2 years driving experience and produce a valid motorcycle license on arrival.

(ii) Our rates include third party cover.

(iii) Our rates do not include damage insurance to the motorcycle. The hirer is responsible for all damage to the motorcycle. The hirer will also be liable for tyres (including punctures), windows and lights however the damage is caused.

(iv) Should any damage or loss occur to the motorcycle or equipment as a result of the direct or indirect negligent, reckless, or malicious use of the motorcycle or equipment by the hirer or any other person, then the hirer shall reimburse the Company for all losses howsoever incurred, including any losses which any insurer refuses to cover.

(v) The terrain through which you drive, makes mechanical problems / breakdowns impossible to avoid. In the event of mechanical defect / breakdown or accident the Company will use do its best endeavours to repair and/or replace the motorcycle at its entire discretion.

(vi) The Company will not pay any refunds, expenses, compensation or other sums in respect of the client for any loss of use of its motorcycle or loss of / affect on holiday, due to mechanical defect / breakdown / accident affecting any vehicle providing an operational motorcycle was provided at the outset of the holiday

(vii) Water Damage. The hirer is 100% liable for all water damage to the motorcycle.

(viii) Liability for damage to the motorcycle may be limited to €1000 if the optional €100 insurance fee is paid either at the time of booking or before trip departure.

19) Travel advice

For up-to-date travel advice from the UK government, visit www.fco.gov.uk/knowbeforeyougo

20) Flight information (for flight inclusive bookings)

The flight timings given on booking and detailed on your confirmation invoice are for general guidance only and are subject to change. The latest timings will be shown on your tickets which will be dispatched to you approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

We are required to bring to your attention the existence of a list of airlines which are subject to an EU operating ban "see http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. We will advise you of your operating airline at the time of booking or as soon as we become aware of it if later. Any change of airline, aircraft type (if advised) and/or airport of destination will not entitle you to cancel or change to other arrangements without paying our normal charges except as set out below.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 8 (Cancellation and alteration by the Company) will apply.

In the event of any delay at your outward or homeward point of departure, we regret we cannot provide any assistance. Any airline involved may provide refreshments and other assistance depending on the length and circumstances of the delay.

21) Passports, visas and health requirements

The passport, visa and health requirements applicable at the time of printing to British citizens for the holidays we offer are shown elsewhere in our literature. A full British passport presently takes approximately 2 to 6 weeks to obtain depending on whether you are renewing an existing passport or obtaining one for the first time. If you or any member of your party is 16 or over and haven't yet got a

passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 will ask you to attend an interview in order to do this.

Passport, visa and health requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to.

Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

22) Financial security

We are a member of the Association of Independent Tour Operators (AITO). We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 3322). This means our flight inclusive holidays are ATOL protected. 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 you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk If your holiday does not include flights arranged by us, our AITO membership will ensure any money you have paid to us for an advance booking is refunded or you will be returned to the point where your contracted arrangements with us commenced if already abroad (if applicable) .