



# Booking Form



**1 Contact Us**

Choose your holiday then call us to check the availability. We will provisionally book your place whilst you make your final decision.

**2 Book your trip**

Fill out the form below, try not to leave out any details. Return it to us with your deposit.

**3 Confirmation**

Once we have received payment we will then send you confirmation plus any other information regarding your trip.

<b>Trip name:</b>		<b>Travel Dates:</b>		<b>No. of people in group:</b>	
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<b>Full Name:</b>	<b>1 Mr/Mrs/Miss/Ms:</b>	<b>2 Mr/Mrs/Miss/Ms:</b>
<b>Address:</b>		
<b>Postcode:</b>		
<b>Tel (home):</b>		
<b>Tel (work/mobile):</b>		
<b>Email:</b>		
<b>Date of Birth:</b>		
<b>Occupation:</b>		
<b>Dietary Requirements:</b>		
<b>Do you have any medical conditions or allergies?:</b>		
<b>Next Of Kin:</b> (In case of an emergency)		

<b>Do you require Mountain Bike hire:</b>	If yes, what is your height:	beginner/intermediate/experienced	If yes, what is your height:	beginner/intermediate/experienced
<b>Do you require a single supplement:</b>	Yes / No:		Yes / No:	

<b>By Cheque:</b>	<p>Deposit: I enclose a cheque for £150 or 10% of total trip price per person whichever is the greater. Please make cheques payable to: <b>Ashanti African Tours Ltd</b> Send to: Ashanti African Tours Ltd, 14 Lilac Place, West Drayton, Middlesex, England, UB7 8LR Balance to be paid 60 days before your trip commences.</p>	<p>Traveller 1: Deposit / Full Payment: (delete as applicable) £.....</p> <p>Traveller 2: Deposit / Full Payment: (delete as applicable) £.....</p>
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<b>Where did you hear about Ashanti African Tours</b>		
<b>Declaration:</b>	<p>I declare that to the best of my knowledge, the information given is correct and that no relevant details have been omitted. I have also read and agreed to the Ashanti African Tours terms &amp; conditions.</p>	<p>Signature 1:</p> <p>Signature 2:</p> <p>Date:</p>

Ashanti African Tours Ltd, 14 Lilac Place, West Drayton, Middlesex, England, UB7 8LR  
 Telephone: 0870 7 66 22 83 - Email: info@ashantiafricantours.com - Web: www.ashantiafricantours.com



# Terms & Conditions

Welcome to your dream holiday! Ashanti African Tours brings you the best in African adventure and culture and offers unparalleled service and an unrivalled experience in Africa. Please read the following terms and conditions carefully.

Your contract is with Ashanti African Tours Limited, Registered Company No. referred to as 'the Company', whose registered office is 14 Lilac Place, West Drayton, Middlesex, England, UB7 8LR. References to 'You' or 'Your' in these conditions mean the person or persons included on the booking form to whom these booking conditions apply. These conditions set out the complete agreement between You and the Company.

## BOOKING & DEPOSITS

Once You are decided on Your holiday and are ready to book, complete and sign the booking form (which you can either download from our website or request us to send a copy to you), and send it to us with Your deposit (cheque payable to Ashanti African Tours Ltd) to Ashanti African Tours 14 Lilac Place, West Drayton, Middlesex, England, UB7 8LR. Read the booking conditions carefully before signing.

The deposit is £150 or 10% (whichever is the greater) per person of the cost of the tour, including any additional excursions You wish to book. Upon receipt of Your booking form and deposit, the Company will send You a confirmation invoice at which point a legally binding contract is made between us. Please ensure that all information contained in the confirmation invoice is accurate, especially the spelling of names. If it is not, please inform us immediately in writing. The person making the booking accepts these conditions of contract on behalf of everyone in the group or party. On confirmation, the Company will also send You a detailed trip itinerary including information on equipment and clothing for your tour.

## PAYMENT

The balance of the tour price is payable 60 days before Your departure date. If the balance is not paid in time, the Company reserves the right to cancel Your holiday, retain Your deposit and apply cancellation charges where applicable. Please note that no reminders will be sent. Where You make a booking less than 60 days before the departure date, the full amount is payable at the time of booking.

## CANCELLATION BY YOU

If You wish to cancel Your holiday, the person who signed the booking form must notify us immediately in writing. Cancellation is effective from the date of receipt of Your notification. Where You cancel 60 days or more before departure date, You will forfeit Your deposit. Where cancellation is made less than 60 days before the departure date, the cancellation charges that will apply are as follows:

Period before departure during which written notification is received by us

Cancellation charge shown as percentage of total tour price

60 days or more before departure date - Loss of deposit

59 - 31 days before departure date - 50%

30 - 16 days before departure date - 75%

15 days or less before departure date - 100%

The total tour price will include the cost of any extras You booked for Your trip. The Company strongly recommends that You take out an insurance policy to cover cancellation charges at the time of booking.

## CANCELLATION BY THE COMPANY

The Company reserves the right to cancel Your trip at any time before the departure date. In such circumstances, You will be offered an alternative trip of a similar standard. If this is not acceptable to You, any monies paid for the trip will be refunded in full (save where cancellation of the trip is as a result of Your failure to pay for the trip in accordance with the payment provisions in clause 3). In the event that the Company cancels Your trip, You will not be entitled to make any further claim for loss or damage howsoever arising, including consequential losses, expenses, vaccinations, visa fees or other travel arrangements.

## CHANGE OF BOOKING BY YOU

Changes to Your requirements or travel itinerary will be accepted if notified in writing to us at least 60 days before the date of departure. Notification is deemed to occur on the date of receipt by the Company. Any additional costs arising out of the change will be charged to You. In addition, a charge of £50 will be levied to cover the administration costs associated with the alteration. This administration charge will apply notwithstanding that the requested change to Your itinerary is impossible. Changes requested within 60 days of departure will be treated as a cancellation of Your trip, and the cancellation charges set out in clause 4 will apply.

Any request to transfer from one trip to another must be made at least 60 days before the date of departure. In the event that the Company accepts the transfer request, the Company reserves the right to apply a fee of 10% of the value of the first booking price to cover administration costs. You will be responsible for payment of any balance in trip price in accordance with the payment procedures

set out in clause 3 above.

## CHANGE OF BOOKING BY THE COMPANY

- i) The Company reserves the right to make any modifications or alterations to any of the facilities, services or prices described in the brochure before a booking is made. Any such alterations will be notified to You before a booking is confirmed.
- ii) Whilst the Company will use its best endeavours to operate all tours as advertised, it reserves the right to make reasonable changes to the holiday if deemed necessary or advisable by the Company. Minor changes (such as varied departure times, duration of flights, or altered itineraries up to 10% of the duration of the tour) will be advised to You as soon as reasonably possible before the departure date. Minor changes are not accepted as grounds for cancellation. In the event of Major changes (the definition of which is any alteration affecting 10% or more of the duration of the trip), the Company will notify You in writing of Your options of either accepting the alternative arrangements, choosing another available trip or receiving a full refund. Following such notification, You must notify Your decision in writing to the Company within 7 days.
- iii) No compensation will be payable or liability accepted beyond the options listed above where the Company is forced to cancel or modify Your trip by reason of 'force majeure', namely war, threat of war, riot, civil unrest, fire, adverse weather conditions, strikes, industrial action, terrorist activity, natural or man-made disasters or such other similar events beyond the Company's control.

Where flight is included in Your package (UK travelers only), the Company is ATOL protected (ATOL 9066) by the Civil Aviation Authority. In the unlikely event of the Company's insolvency, the CAA will ensure that you are not stranded in Africa and will arrange to refund any money you have paid to the Company for an advance booking. For further information, visit the ATOL website [www.atol.org.uk](http://www.atol.org.uk). If Your holiday booking does not include flights to your destination, it is Your responsibility to arrange Your flights to Africa. Our trip prices are quoted in sterling. The Company reserves the right to amend the trip prices and to impose surcharges as required up to 30 days prior to the departure date as a result of adverse exchange rate movements, increases in aviation costs (including fuel), or due to government action. The Company will absorb fluctuations in exchange rates up to a maximum of 2% of the trip cost, excluding insurance costs. Where the increase in price is greater than 2% of the trip cost, You will be responsible for any additional trip costs. Where any surcharge increases the cost of a trip by 10% or more, You are entitled to cancel the booking within 14 days of notification of the increase and obtain a full refund on the holiday, excluding any amendment charges.

## TRAVEL DOCUMENTATION

Your travel documentation, unless collected from our office, will be dispatched via Royal Mail to Your address stipulated on the booking form. You may request courier delivery, the costs of which shall be met by You. The Company accepts no responsibility whatsoever for items lost in the normal post.

## YOUR BOOKING

You acknowledge and accept that the nature of travel in Africa requires flexibility and allowances for alternatives. The outline itineraries given for each tour should not be regarded as contractual obligations of the Company. Rather, they should be seen as an indication of the aims of the group, and as such the route, schedules, itineraries, hotels, facilities and mode of travel may be subject to alteration without prior notice due to unpredictable or unforeseeable circumstances. Where alternative accommodation is used, it will be of the same standard as the original accommodation specified. No refunds will be given for services not utilised.

## TRAVEL INSURANCE

Travel insurance is a mandatory requirement on an Ashanti African Tours trip. Your travel insurance must cover personal accident, death, medical expenses and repatriation costs, including air ambulance and helicopter rescue. The Company strongly recommends that Your cover is extended to include cancellation, curtailment, loss of effects and all other expenses which may arise in connection with loss, damage, injury or other inconveniences. Furthermore, You must ensure that there are no exclusion clauses which limit cover for the type of activities included in Your trip. It is entirely Your responsibility to ensure that You have adequate insurance cover in place. The Company reserves the right to cancel Your booking at any time before the departure date if not satisfied that adequate insurance cover is in place. The Company will require documentary proof of Your insurance cover at least two weeks prior to Your departure date.

## RISK & RESPONSIBILITY

In making a booking, You realise and accept the potential risks and hazards involved in adventure travel, in addition to the usual risks associated with foreign travel, and You affirm that You are both mentally and physically capable of undertaking Your chosen trip. Some of the risks of adventure travel may include injury, sickness and disease, remoteness from medical services, loss or damage to property, discomfort and inconvenience, and extreme weather conditions. You acknowledge that Your decision to travel to Your chosen destination is made in the light of consideration of this information, including any Foreign Office advice, and that You are willing to assume the personal risks associated with such travel.

## AUTHORITY ON THE TRIP

By signing the booking form, You agree to accept the authority and decisions of the Company's employees, group leaders, agents and suppliers while on tour, and

must at all times strictly adhere to the laws, customs, foreign exchange and drug regulations of Africa. The decisions of the group leader as to the conduct, itinerary, and objectives of the tour is final. If, in the opinion of the group leader, Your behaviour or physical condition is detrimental to the safety, well-being or the welfare of the group as a whole, or a hindrance to the progress of the itinerary, You may be excluded from the whole of, or part of, the trip without recourse to any refund. In the case of ill-health, the Company reserves the right to make such arrangements for Your well-being as the Company deems necessary and to recover the whole of the costs thereof from You.

## PASSPORTS AND VISAS

You must be in possession of a valid passport and all visas, permits and certificates including vaccination certificates, required for the whole of the journey and You accept full responsibility for making all necessary arrangements in this regard. If You fail to do so, the Company has no liability to You for any cost, loss or damage which You may suffer, nor will the Company refund You the cost of any unused portion of Your travel arrangements. You should check with the appropriate embassy for the exact requirements for Your chosen tour and dates of travel. Any information or assistance that the Company may give You is in good faith, but without any responsibility on the part of the Company.

## CLAIMS AND COMPLAINTS

Where You have a complaint about any aspect of the holiday, You should inform the group leader or representative as soon as possible of the nature of the complaint so that the leader or representative has the opportunity to resolve the matter immediately. In the unlikely event that the complaint is still unresolved at the end of the trip, You must inform the Company of the complaint in writing within 30 days of returning from the trip. The Company will not accept any responsibility whatsoever for any complaints if You fail to notify the leader or representative during the trip. The Company expects to resolve all disputes amicably. However, if the Company are unable to reach a satisfactory conclusion with You, You may refer the dispute to mediation or arbitration.

## LIMITATION OF LIABILITY

- i) The Company will do its utmost to make sure that Your trip arrangements are satisfactory and in accordance with the published descriptions. Where any part of the trip booked with the Company is not supplied as described and is not of a reasonable standard, the Company will accept liability and will pay You reasonable compensation. Any claim for compensation will be restricted to a maximum compensation payment of 1.5 times the cost of the trip, and is subject to clause 16ii) below. You must take account of the reality of travel in Africa, that services and conditions cannot be expected to be of the same standard as in the UK, and the term 'reasonable standard' must be interpreted accordingly.
- ii) The Company will not pay compensation in the following circumstances:-
  - a) where the failures which occur in the performance of the contract are attributable to You; or
  - b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or
  - c) such failures are due to unusual or unforeseeable circumstances or events beyond the control of the Company, its agents or suppliers, the consequences of which could not have been avoided even if all due care had been exercised.
- iii) In addition to the limit on compensation at 1.5 times the costs of the trip, our acceptance of liability under paragraph 1 above is limited further where the claim relates to the provision of transport by air, sea, rail or hotel accommodation in accordance with the provisions of, respectively, the Warsaw Convention as amended by the Hague Protocol 1955 (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail) and the Paris Convention 1962 (hotel accommodation).

## INDEPENDENT ARRANGEMENTS

Where You make independent arrangements outside the scope of the tour, this is done entirely at Your own risk. If You make additional travel arrangements while on holiday through the Company, its agents or suppliers, no liability is accepted by the Company whatsoever in carrying out such booking. In such circumstances, the Company acts as booking agent only, and all liability concessions set out in clause 16 above are excluded. Your rights will lie solely against the organisations supplying the independent arrangements.

## DATA PROTECTION

The Company takes its obligations seriously under the UK Data Protection legislation, and employ suitable security measures to protect the information the Company holds about You. When booking a trip with us, however, You authorise us to pass on information about You to our agents and suppliers, and the Company cannot be held responsible for any acts or omissions of our agents and suppliers in relation to such information.

## PACKAGE TOUR REGULATIONS 1992

The trips and packages offered by the Company comply with all relevant aspects of the Package Tour Regulations 1992 and other relevant legislation. To the extent that these terms and conditions are inconsistent with such legislation, the terms and conditions shall be read so as to comply with the legislation.

## THE CONTRACT

This contract (along with all matters arising from it) is governed by English law and the exclusive jurisdiction of the English Court.