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Terms & Conditions

The following Booking Conditions together with the General Information contained on our website form the basis of your contract with Kingfisher Safaris. Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to “holiday”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such holiday arrangements. Please note: We do not arrange any flights other than any transfer flights specifically stated as being included in your chosen Safari package. All other flights you may require and book (for example international flights to and from Africa) are your responsibility. These other flights do not form any part of your holiday arrangements with us and we cannot accept any responsibility for these whatsoever. Any reference in these booking conditions to “flights” means the transfer flights included in the specific Safaris but no others.

In these Booking Conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date). “We”, “us” and “our” means Kingfisher Safaris.

1. Making your booking

The Party Leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. 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 inaccuracy 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.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to martin@kingfishersafaris.co.uk

2. Payment

In order to confirm your chosen holiday, a deposit of 20% of the tour price and 20% of any guiding fees (or full payment if booking within 8 weeks of departure) must be paid at the time of booking.



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The balance of the holiday cost must be received by us not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent.

Our prices are generally quoted in US dollars, net and exclusive of bank charges. We hold GBP currency accounts, so payments can be made in either of these currencies. For GBP payments the price of the trip will be calculated based on the Lloyds Banking Group exchange rate at the date of payment.

Payments may be made by bank transfer. Where necessary our bank details will be given to you at the time of booking.

If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled.

All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. 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 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).

Changes to these Booking Conditions or the General Information shown on our website will only be valid if agreed by us.

4. The cost of your holiday

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable,



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subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports increasing or decreasing or our costs increase or decrease as a result of any changes 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 the 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 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 clause 8 "Changes and cancellation by us". Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

A refund will only be payable if the 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.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you 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.

We promise not to levy a surcharge within 30 days of the start of your holiday.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

5. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, we reserve the right to charge an amendment fee of US\$50 per booking together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Other than as set out in clause 6 any changes made after the date full payment is due will be treated as cancellation and the relevant cancellation charges shown in clause 6 will apply.

6. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums



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and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge as a percentage of total invoiced price
91 days or more	25%
90 days – 46 days	50%
45 days – 0 days	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any travel insurance you may have purchased. Claims must be made directly to the insurance company concerned.

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 two weeks before departure. 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 US\$50 must be paid before the transfer can be effected.

7. Insurance

We consider adequate travel insurance, to cover as a minimum cancellation of your holiday by you and the cost of assistance, including repatriation, in the event of accident or illness, to be essential. You must give us details in writing of your policy (insurer and policy number) at the time of booking or at the latest, no less than 8 weeks before departure. If you fail to do so, we will be entitled to cancel your booking and the cancellation charges set out in clause 6 will be payable.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

8. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of "force majeure" as defined in clause 9 below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change



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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 effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away or a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. 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
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher 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 our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper
- (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 as a minimum where compensation is due pay you the compensation payments set out in the table below 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 or where we have to cancel because the minimum number of persons required to operate your holiday has not been reached – in this case we will notify you by the deadline specified in the description of the holiday in question. 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) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

Period before departure within which a significant change or cancellation is notified to you	Compensation per person
56 days or more	nil
55 days – 30 days	US\$50



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29 days – 0 days

US\$100

Very rarely, we may be forced by "force majeure" (see clause 9) 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. Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we 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 10(1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we 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.

10. Our liability to you

(1A) This clause applies to EU Citizens only

We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday 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 making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(1B) This clause applies to Non-EU Citizens only

We promise to use reasonable skill and care in selecting the suppliers of the arrangements that form part of your holiday with us. We make no promises with regard to and have no liability for the holiday arrangements themselves, or as to how they will be performed or provided. The responsibility for the actual performance and/or provision of your holiday arrangements themselves lies with the supplier(s) of those arrangements and does not form any part of your contract with us. We accept no responsibility for the acts or defaults of the suppliers of those arrangements. We have no responsibility and cannot accept any liability in relation to your holiday arrangements other than as set out in this clause.

Please note it is your responsibility to show that reasonable skill and care has not been used in selecting the suppliers of the arrangements that form part of your holiday if you wish to make a claim against us.



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The following clauses apply to all bookings:

(1) 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: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 9 above

(2) 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 your guide or any other supplier agrees to provide for you where the services or facilities are not advertised on our website and we have not agreed to arrange them and any excursion or activity you purchase whilst on holiday. Please also see clause 15 "Excursions Activities and Website Information". In addition, regardless of any wording used by us on our website or elsewhere we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(3) 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. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(4) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is US\$2000 per person affected unless a lower limitation applies to your claim under this clause or clause 10(6) below.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(5) Where any claim or part of a claim (including those involving death or personal injury) concerns



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or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

(6) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(7) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

11. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of the end of your holiday with us giving your booking reference and full details of your complaint. Only the party leader should write to us. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

12. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's



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full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

13. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those 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 10(6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

14. Special requests and medical problems

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. 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 fulfilment 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 so that we can advise as to the suitability of the chosen arrangements. 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.

15. Excursions, activities and website information

The information contained on our website is correct to the best of our knowledge at the time of publication. We may provide you with information (on our website and/or when you are on holiday or otherwise) about activities and excursions which are available in the area you are visiting.

We have no involvement in any such activities or excursions which are neither run, supervised nor



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controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 10 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the areas you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned on our website which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

Where we or your guide make or take any booking for or from you in respect of any activity or excursion not included in the price of your safari we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. Kingfisher Safaris has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we or the guide are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

16. Passports, visas and health requirements

The passport, visa and health requirements applicable at the time of publication to British citizens for the holidays we offer are shown on the requisite Government websites. At the time of writing, a full British passport takes approximately 4 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a British 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. Requirements may change and you must check the up to date position in good time before departure.

Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and 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. (This also applies where we have organised a visa waiver for you, but Customs in the country you are visiting refuse to accept this and ask you to purchase a visa before allowing you to enter the country.) Please also see "Passports & Visas" and "Health" in our



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General Information section.

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 in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

17. Financial security

As a UK sole trader we act as the principle in compliance with the EC directive on Package Holidays, published in the United Kingdom as "SI3288 The Package Holiday, Package Travel, Package Tour regulations 1992".

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

a) Where no flights are included in your safari, or for clients not booking and paying in the UK, we operate a Trust Account for your protection. This means that in the unlikely event of our insolvency, any prepayments you have paid to us for your holiday will be refunded to you.

18. Prices and website accuracy

Please note, the information and prices shown on our website may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

19. Safety standards

Please note, it is the requirements and standards of the country in which any services that make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

Payment of Deposit constitutes acceptance of these Terms & Conditions along with the confirmation.