

# AFRICAN PRIDE

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## **BOOKING CONDITIONS**

Your contract is with The Knavesmire Travel Group Limited trading as African Pride (The Company) whose registered office is at Trafford House, 56 Chester Road, Old Trafford, Manchester, M32 0RS, company registration no. 10863911. The trading address is: Tower House, Fishergate, York, YO10 4UA. In these Booking Conditions, “you & your” means all persons named on the booking, including anyone who is added or substituted after booking, and each or any of them as applicable, and all communication, both written and verbal, will be conducted in English throughout.

**1. Your Booking Contract** You must be 18 years of age or older on the date of confirming the booking to validate this contract. We do not require a booking form, but it is accepted and agreed that as the lead passenger whereupon you confirm a booking and pay the required payment, you guarantee that you have the authority to accept and do accept on behalf of all your party these Booking Conditions. You also accept and agree that it is your responsibility to ensure that each other member of the party is aware of these Booking Conditions and that they consent to you acting on their behalf in dealings with us. A binding contract between us will come into existence as soon as we issue our confirmation. This contract is made on the terms of these Booking Conditions, which are governed by English law which will also apply to any dispute, claim or other matter of any description which arises between us (herein referred to collectively as “claim”). We both agree that any claim must be dealt with under ABTA’s scheme for the resolution of disputes or by the courts of England and Wales. Residents of Scotland and Northern Ireland may, however, choose the law and jurisdiction of your home country for your contract and any claim should you wish to do so. A copy of the latest up to date Booking Conditions applicable to your booking are available on our website [www.african-pride.co.uk](http://www.african-pride.co.uk). We hold an ATOL issued by the CAA (11344) and are members of ABTA (W156X). It is vitally important and a condition of booking with us that you and all persons in this booking are covered by sufficient and comprehensive travel insurance from the time of booking i.e. when the deposit is paid (see Clause 13). Failure to do so could mean any subsequent insurance claim made by you under your travel insurance policy will not be honoured.

**2. Your Financial Protection** The Knavesmire Travel Group Ltd trading as African Pride is a company committed to customer satisfaction and consumer financial protection. We provide you with financial protection for your booked travel arrangements as shown on our confirmation document at no extra cost to you by way of 1) our Air Travel Organiser’s Licence (ATOL) number 11344, issued by the Civil Aviation Authority, Aviation House, Beehive Ring Road, Crawley, West Sussex, RH6 0YR, telephone 0333 103 6350 or 0330 022 4401 for the switchboard, email: [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate either via our authorised agent through which you booked or directly from us. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren’t able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. 2) For our package holidays which don’t

include flights and all single ground only arrangements e.g. accommodation only, we provide full financial protection by way of a bond held by ABTA Ltd. We are a member of ABTA (no. W156X) and ABTA will financially protect your holiday and ground arrangements booked through us by ensuring you receive a refund or, if your stay has started, arrangements will be made for you to be able to continue as planned, or if your arrangements include travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please visit <https://abta.com/tips-and-advice/is-my-money-protected> for a copy of the guide to ABTA's scheme of Financial Protection.

**3. ABTA & Standard Of Service** We are a member of ABTA, membership number W156X. We are obliged to maintain a high standard of service to you under ABTA's Code of Conduct. We can also provide you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

**4. Your Booking Cost And Payment** You will be advised of the current cost of the arrangements requested in a quotation before you confirm your booking. When you make your booking, you must pay a minimum deposit or 15% of the total holiday cost. (You will be advised of the exact deposit required to secure your booking). For certain arrangements and for certain peak periods, a higher deposit amount may be required, and you will be notified of this prior to booking. The deposit must be paid to us or your travel agent before we confirm the booking otherwise any arrangements held will be released. This deposit is non-refundable unless we are unable to provide the booked arrangements (see Clause 7). We will then issue a confirmation showing the arrangements booked and included in the cost. The balance payment of your travel arrangements must be paid to us or your travel agent at least 8 weeks before your departure date. For certain arrangements, the balance and any additional deposit payments may be required earlier, and you will be advised of the required amounts and the required date of payment. If the required balance is not paid by the specified date, we will be entitled to cancel your arrangements and retain your deposit. When you buy flight-based arrangements, all monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy travel arrangements not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times until as directed by us or our insurers. The costs shown on your quotation are based on applicable exchange rates used at that time. This is subject to change until you confirm your booking and your confirmation issued. Once your booking is confirmed and the confirmation issued the cost will not change. Where we provide a quotation for travel outside of dates and for departures up to the date advised where the ground and/or air availability or other rates are not yet in range, the cost of your holiday will not change. We are reliant on airline flight schedules and if we are unable to confirm flights owing to them not being available at the time of confirmation, and when they do come into range they subsequently require a change to your arrangements, we will do all we can to minimise these changes. Similarly, should your accommodation and ground arrangements when available have to be amended owing to changes, we will again do our utmost to minimise these. In all cases, we are bound by the Package Travel Regulations and will work with you or your travel agent to provide the best holiday itinerary for you and your party. We reserve the right to collect a further deposit at this time if required upon confirmation of any revised arrangements but the final cost will remain the same.

**5. If You Change Your Booking** If after our confirmation has been issued you wish to change your travel arrangements in any way, we will endeavour to make these changes, but it may not always be possible. Any request for changes must also be made by the person who made the booking (lead passenger) to us by email or via your travel agent as soon as possible. We reserve the right to apply an administration charge of £30 per altered item included on the confirmation plus any further reasonable costs we incur in making this alteration (which includes any costs or charges incurred or imposed by any of our suppliers). You should be aware that

these costs will increase the closer to departure date that changes are made. Note: Certain travel arrangements may not be changeable after the reservation has been made and confirmed and any alteration request (including a transfer of your booking – see below) could incur a cancellation charge of up to 100% of that part of the arrangements as applied by our suppliers. You have a right to transfer your booking to another person (introduced by you) without having to pay our applicable cancellation charges. Any transfer needs to be requested by email at least 7 days before departure and must be accompanied by the name and other applicable details of the intended replacement person. However, this right to transfer is subject to: a) the replacement person satisfying all applicable Booking Conditions for each and every component part of the itinerary; b) both you and the replacement person being equally liable for all the costs incurred in making the transfer including any costs imposed or incurred by our suppliers of the various elements of the package and an administration charge of £30 per item chargeable to the replacement person. Should you wish to amend your booking owing to a change to an event not included in the services featured in our confirmation (e.g. a sporting fixture) our normal amendment charges and any applicable charges from our suppliers as laid out in these Booking Conditions will apply.

**6. If You Cancel Or Curtail Your Booking** You, or any member of your party, may cancel travel arrangements at any time. Email notification from the person who made the booking or from your travel agent must be received by us for this to take effect. Since we incur costs from the time we confirm your booking and in cancelling any travel arrangements, you will have to pay the applicable cancellation charges as shown in the table in Clause 7. In calculating these cancellation charges, as we do not own or operate any of the services shown on our confirmation, we are not able to know nor control whether any such service is re-sold. Note: the reason for your cancellation should be covered under the terms of your travel insurance policy and you should be able to reclaim these charges via your insurers. In the event of unavoidable or extraordinary circumstances (see clause 7) occurring in the destination of your travel arrangements or its immediate vicinity before your departure which significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, and you do not accept the alternative arrangements offered, you will be entitled to cancel your booking without paying cancellation charges. In such circumstances, we will arrange for your booking to be cancelled and for you to receive a full refund. If you are forced to curtail your booking whilst travelling owing to unavoidable or extraordinary circumstances, we will refund you the unused portion and services of your travel arrangements contained in your confirmation. Should you wish to cancel your booking owing to a change to an event not included in the services featured in our confirmation (e.g. a sporting fixture) our normal cancellation charges as laid out in these Booking Conditions will apply. We observe and comply with the advice provided by the UK Foreign, Commonwealth & Development Office (FCDO) for travel to the countries we feature in our programmes. If you are required to return home earlier than your booked date, we cannot refund the cost of any travel arrangements you have not used. If you curtail your travel arrangements and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and/or services provided and have not provided us with an opportunity to rectify these (Clause 8), we will not offer you any refund for that part not taken or completed, or be liable for any associated costs you may incur. Depending on the circumstances for the curtailment, your travel insurance should include cover for such an occurrence and contact is to be made directly with them to register a claim.

**7. If We Change Or Cancel Your Booking** It is unlikely that we will have to make any alterations to your travel arrangements but as we plan them many months in advance, we may occasionally have to make changes as imposed on us by our suppliers and reserve the right to do so at any time. Most of these changes will be insignificant and we will advise you or your agent of them before departure. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services that form part of your confirmed booking or to any special requirements which we have accepted as referred to in Cause 14 (see below). Where we do so, the remainder of this clause will apply. All other alterations will be treated as insignificant changes. In the event we have to make a significant alteration as referred to above, we will advise you or your travel agent verbally or by email as soon as possible details of (i) the proposed alteration(s) and any impact they have on the cost; (ii) in the event that you do not wish to accept these alteration(s), details of any substitute package we are able to offer (and any cost reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive

a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so. If you consequently choose to cancel your booking as a result of a significant change, we will refund all payments you have made to us within 14 days of the date we receive your email advising of your decision to cancel. If we do not hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. Where appropriate, we will pay you the compensation set out in the table below. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see below).

We also reserve the right to cancel your confirmed travel arrangements as set out below. We will only cancel a confirmed booking where you have failed to make payment when due or where we do so more than 10 weeks before your departure date, or, at any time, where we are prevented from performing your contracted arrangements as a result of unavoidable and extraordinary circumstances (see below) or other reasons for example, but not limited to, where a tour has to be cancelled owing to the minimum number of passengers not being reached. Where we have to cancel your travel arrangements in these circumstances, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will endeavour to offer you comparable alternative arrangements where possible which you may choose to accept in place of those cancelled.

Period before departure within which notice of cancellation or significant change is received by us or notified to you	IF WE MAKE A SIGNIFICANT CHANGE TO YOUR BOOKING  Amount you will receive from us pp	IF WE CANCEL YOUR BOOKING  Amount you will be refunded pp	IF YOU CANCEL YOUR BOOKING  MAXIMUM amount of cancellation charge*
More than 56 days	Nil	Deposit only	All deposit amounts paid
56 - 43 days	£20	Monies paid + £20	50% of total cost (or all deposits paid if this is greater)
42 - 31 days	£30	Monies paid + £30	75% of total cost (or all deposits paid if this is greater)
30 - 0 days	£50	Monies paid + £50	100% of total cost

The compensation we offer does not preclude you from claiming more if you are entitled to do so.

\*- In some circumstances higher cancellation charges may be applied for certain services. Should this be the case you or your agent will be notified of such fees before confirming your booking and these will apply in the event of a cancellation. These fees may be any amount up to 100% of the cost of the individual product and apply at any time and once the booking is confirmed will be taken as being accepted and agreed by you.

UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES In these Booking Conditions, "unavoidable and extraordinary circumstances" means a situation which is beyond our control, the consequences of which could

not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics, pandemics, fire, airport, port or airspace closures, restrictions or congestion and flight restrictions imposed by any regulatory authority or other third party and including FCDO travel advice affecting any country or area included in your itinerary whether in transit or being visited. Except where otherwise stated, we have no liability, including for compensation, costs and expenses, in such situations where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 9(b)) as a result.

**8. If You Have A Complaint** If you encounter a problem or have cause for complaint with your travel arrangements, it should be reported immediately to our local supplier (e.g. hotel manager, transfer company, ground partner etc.) and they will try to rectify the problem at the time. If the matter has not been resolved to your satisfaction, you should refer to your travel documents for our contact details and 24/7 emergency contact telephone number and contact us as soon as possible to provide us with the opportunity to resolve the matter. If your complaint cannot be resolved locally having reported it locally or to ourselves, you must follow this up with us within 28 days of your return home by email to [info@african-pride.co.uk](mailto:info@african-pride.co.uk) or in writing to Customer Services, Tower House, Fishergate, York, YO10 4UA including your booking reference and all other relevant information. Please keep your email concise and relevant to the specific issues you have relating to your complaint. If you fail to follow the requirement to report your complaint as soon as possible whilst travelling, either locally or to us, we will have been deprived of the opportunity to investigate and rectify it and your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. Please also see Clause 3 ABTA & Standard Of Service (above) in respect of the ABTA Arbitration scheme.

**9. Our Liability To You** (a) We promise to make sure that all parts of your travel arrangements we have included in your confirmation, perform or provide as part of our contract with you are arranged, 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 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, the travel services specifically included in your package, as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.. Please also note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

(b) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: i) the acts or omissions of the person(s) affected or ii) the acts or omissions of a third party not connected with the provision of your arrangements as included in the cost of your package and which were unforeseeable or unavoidable or iii) unavoidable and extraordinary circumstances (see clause 7) or iv) where you do not take reasonable care or are negligent in accepting and undertaking the travel arrangements or do not follow directions and advice provided to you by the providers of the arrangements, or your ability to do so is impaired, or your behaviour is not that which would be reasonably be expected to complete and enjoy the arrangements. 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).

(c) We will not be responsible where you do not enjoy your tour or suffer any problems because of a reason you did not tell us about when you booked your tour or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business (including self-employed loss of earnings). We cannot accept responsibility for any services which do not form part of your package as shown on the itinerary produced for you. This includes for example, but not limited to, any

additional services, activities or facilities which your hotel or any other supplier agrees to provide for you where the services, activities or facilities are not advertised by us as forming part of your package. In addition, regardless of any wording used by us in any quotation, confirmation, advertising 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.

(d) Except as set out in clause 9(f) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total tour cost (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limit applies to your claim under clause 9(f). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(e) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and /or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as set out below. 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 concerned would have to pay under the applicable international convention or EU regulation which applies to the travel arrangements 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, EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents and/or the Athens Convention (as amended by the 2002 protocol) for international and EU domestic carriage by sea and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended, for travel by rail. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU 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 will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request.

**10. Prompt Assistance Overseas** In the event you end up in difficulty (of any sort) during your tour, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. We will liaise with your travel insurance company and any other such recognised body and provide such information and assistance to them as we are able within the applicable GDPR regulations. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

**11. Names, Passports, Visas, Immigration, Health And Other Documentation** It is your responsibility to advise your travel agent or ourselves of the full passport names, ages and dates of birth of all travellers. Upon receipt of your confirmation, it is important you check names and all the information shown and advise us or your travel agent of any error immediately. If any error is made by you or your travel agent in providing this information and is not identified by you or your travel agent and advised to us we will not accept any responsibility for any decision by the relevant airline to deny boarding or by any border authority to deny you entry to a country. In addition, we will not accept responsibility for any changes and additional charges that become applicable to facilitate alternative flights and any other arrangements on the itinerary that form part of the package with any and all such charges becoming due being your own responsibility to pay to us or the airline or other body. In certain situations, we will require copies of your passports in advance of travel and all handling and processing of this information will comply with the UK GDPR regulations (see Clause 18). General information in respect of passport, visa and health requirements for UK passport holders will be provided before your booking is confirmed and applies to all persons named on the booking, and any subsequent transfer of names, for which you are responsible in ensuring that all persons are aware and comply with all such requirements well in

advance of your departure date. This information will also be provided with your travel documents a few weeks prior to your departure and this should be read immediately upon receipt to check whether such requirements have changed in good time before departure and a final check made by you that you comply with all requirements for each country you are visiting. We will not be responsible for any changes or additional charges that affect your arrangements as a result of non-compliance with any requirements made by any particular country. All information provided by us is on the basis that all persons travelling are British citizens with a British passport. If this is not the case, it is your responsibility to ensure they comply with such regulations that may apply to them. The specific passport, visa and other immigration and health requirements for each country being visited are your responsibility and you should confirm these with the relevant embassies, high commissions and/or consulates. It is your responsibility to ensure you are aware of all recommended and required vaccinations and health precautions in good time before departure. You should check with your GP or travel clinics with further information available from the National Travel Health Network and Centre [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk) Information on health is also available via the UK Government Foreign, Commonwealth & Development Office website for each country included in your itinerary [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice). We do provide you with information relating to the health requirements for each of the destinations included in your itinerary. However, health requirements and recommendations may change at any time and it is your responsibility to check the up to date position for all travellers in your party in good time before departure via [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) & [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk). It is your responsibility to ensure that all other documentation and requirements such as (but not limited to) driving licences & permits, travel insurance, health certificates etc. are correct for each country you are visiting or transiting. All costs incurred in obtaining such documentation must be paid by you. We do not accept responsibility if you cannot travel or fulfil your travel arrangements because you have not complied with any passport, visa, immigration, health or other requirements. Should this happen refunds will not be due to you or any member of the travelling party. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or expenses or costs being incurred by us, you will be responsible for reimbursing us accordingly. If you are booking through a travel agent, you should seek their assistance and advice in ensuring you comply with all the necessary requirements.

**12. Brochure And Website Accuracy** Every effort is taken to ensure the accuracy of the information in our brochure and on our website. However, changes to such information can be made at any time and we reserve the right to make such changes after publication of our brochure or the publication of the information on our website. As far as possible, your quotation and travel documents will contain the latest relevant information and where we are notified of such changes by our supplier partners or other bodies, we will make every effort to advise you or your travel agent. However, should we not be able to do so we cannot be held liable for such changes. We accept no responsibility for information and advice provided by any third-party websites or telephone numbers shown in our brochure or on our website.

**13. Insurance** We neither advise nor provide information on travel insurance. It is a condition of booking your travel arrangements with us and your specific responsibility at the time you confirm your booking and pay your deposit that you have in place or take out sufficient and comprehensive insurance cover. This applies to all persons named on the booking and any subsequent transfer of names. Your insurance must include sufficient cover for cancellation and curtailment of your travel arrangements as well as the cost of repatriation in the event of accident, illness or death of you or any other member of the party and be relevant and applicable to the countries and areas you are visiting and the activities you are undertaking as booked by us. In addition, you should ensure that your policy also provides cover for emergency medical evacuation (especially from remote areas) along with any and all arrangements you book yourself before your departure and whilst travelling that are not included in the travel arrangements we have booked for you and shown on the confirmation. We bear no responsibility for any such arrangements booked outside those booked by us. Before your departure, you must provide us with details of your insurer and the policy number for you and all persons included in the booking.

**14. Reduced Mobility, Disabilities Or Other Medical Conditions** We are not a specialist tour operator company catering for disabled travellers or travellers with special needs, but we will do all we can in working with our suppliers to cater for any special requirements requested. If you have reduced mobility, disability or any other medical condition which may affect your travel arrangements or any special requirements as a result of



reduced mobility, disability or any medical condition (including any which affect the booking process), you or your travel agent must advise us by email prior to a booking being confirmed so that we can assist you in considering the suitability of the arrangements proposed and enable us to be able to accept the booking. We will advise you in our reasonable opinion as to whether the proposed arrangements are generally suitable for someone with the reduced mobility, disability or other medical requirement as advised to us. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. However, reduced mobility applies differently to different individuals and we fully appreciate that individual capabilities, restrictions and requirements will vary considerably. Full details should be provided by you to us or your travel agent by email prior to booking and whenever any subsequent change in your mobility or any medical condition or disability occurs (including any such change that manifests after booking). Please ensure you obtain confirmation in writing from us that a special requirement(s) will be complied with (where it is possible to give this). Any special requirements which we have accepted will be specifically confirmed as accepted on your confirmation. Should the situation change in relation to any person in the booking then you or your travel agent must advise immediately this is known in order that we can reassess the suitability of the travel arrangements booked and amend or cancel these as required. In such cases our amendment and cancellation charges will apply.

**15. Arrangements Not Made By Us** Only the travel services booked by us on your behalf and included in the cost of your package will be covered by these Booking Conditions. Excursions, activities or other services that you may choose to book or pay for separately either prior to your departure or whilst you are travelling do not form part of your package holiday contract with us. For these, your contract will be with the operator of the excursion, activity or service and not with us and we are not responsible for the provision of the excursion, activity or other service or for anything that occurs during the course of its provision. We cannot accept any liability on any basis in relation to such excursion, activity or other service and the acceptance of liability contained in clause 9(a) above will not apply to them.

**16. Foreign Office Advice** The UK Foreign Commonwealth & Development Office (FCDO) publishes regularly updated travel information and guidance for travellers on its website for all the countries we arrange itineraries to. It is your responsibility to view this at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travellaware.campaign.gov.uk/> We will provide you information on each country being visited both prior to confirming your booking and with your travel documents. Once your travel arrangements have been confirmed, it remains your responsibility to refer to these pages at intervals leading up to your date of departure and to take note and comply with any and all advice as provided by the FCDO.

**17. Flights And Denied Boarding Regulations** Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK. We are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any changes to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings detailed on your confirmation letter or elsewhere are for guidance only and subject to alteration and confirmation. The latest timings will be shown on your travel documents which will be dispatched to you approximately three weeks before departure. You must check your travel documents for the airline booking reference (PNR) and e-ticket numbers immediately on receipt and it is important that you then check these details with the airline/s concerned to ensure you have the correct flight times both prior to departure and whilst travelling as it is possible that flight times may be changed after tickets have been issued or whilst you are travelling. If we are advised of a change, we will endeavour contact you as soon as possible but it is your responsibility to check the flight times with the applicable airline/s yourself. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these Booking Conditions. 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 7 will apply. If any flight shown on your confirmation is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 or its UK implementation ("the Denied Boarding Regulations"), you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk). If you are denied boarding, then you should immediately advise us by telephone in order we can ensure we can action what is required for any and all onward travel arrangements shown in your confirmation.

**18. Your Privacy And Data Protection** Our full Privacy & Cookie Policy is available on our website at [www.african-pride.co.uk/privacy-policy-and-cookies](http://www.african-pride.co.uk/privacy-policy-and-cookies). Your privacy and the protection of your data is of the utmost importance to us. We abide by all the applicable requirements of the Data Protection Legislation as implemented by the UK Government and the European Union and as amended and implemented in the future and we have taken all reasonable steps to have appropriate security measures in place to protect your information. All mention of and referral to data herein relates to that held in both paper and electronic formats and we take full responsibility for ensuring that proper security measures are in place to obtain, process and safeguard your information. All referral to 'you' in this section also refers and covers all other members of the party included in this booking and it is your responsibility to ensure this is communicated to them. All referral to 'you' in this section also refers to 'your agent' should your booking be made through such a channel. All personal data provided by you will be deemed to have been given with consent in order to be obtained, processed and stored by us to provide the travel arrangements as booked and to fulfil our obligations under the required Data Protection Legislation. You are entitled at any time to request and view what data we hold on you. You are entitled to request the removal of any data we hold on you, other than that which is required to be kept by law for a period of time such as, but not limited to, name and contact details, in order that we may fulfil our obligations under law. We aim to delete all such data within 21 days. All data that is not required to be kept under law will be retained for a specified period and deleted not later than the end of the sixth calendar month from the date of your return. Please note that where information is also held by your appointed agent this is subject to that agent's own data protection policy for which we cannot be held responsible and with whom you should make contact if you have a query responsibilities and obligations we were required to when your booking was accepted and confirmed by us and as required by law. Any of our supplier partners established in the UK or European Economic Area are similarly required to abide with all Data Protection Legislation. However, as your holiday is outside of the responsibilities and obligations we were required to when your booking was accepted and confirmed by us and as required by law. Any of our supplier partners established in the UK or European Economic Area are similarly required to abide with all Data Protection Legislation. However, as your holiday is outside of the European Economic Area, controls on data protection by our supplier partners in these destinations may not be as applicable and have requirements as followed by us under UK and EU law. We advise our partners to use and protect any data passed to them for the delivery of the service contracted correctly and reasonably and in line with the requirements applicable here. However, we cannot be held responsible for their processes and actions in ensuring this is carried out. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements and the obligations placed on us to process your booking, we will contact you or your travel agent to obtain information, ask questions and seek clarification on a number of matters. We are then required to use and process the information provided (such as names, contact details, credit/debit card details, any

special dietary requirements, medical requirements, preferences, interests, disability, mobility issues etc.). We need to pass certain information held on you to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Should you choose to not provide us with all requested information then we may not be able to provide you with the requested travel arrangements and may decline to process your booking. We will not pass any information onto any person, organisation or body not responsible for your travel arrangements or part thereof, subject to the above. This applies to any and all information that you give us such as details of disabilities or dietary/religious requirements etc. If we are not permitted to pass such information to the relevant suppliers, we cannot provide your booking. In making this booking you consent to this information being passed on to the relevant person/s, company/ies or authority/ies as required under this section and/or by law. We will hold your information, as provided to us, and may use it to inform you in the future of offers, news, items of interest and brochures. You may withdraw from this service at any time by advising us directly by phone **01904 619428** or by email **info@african-pride.co.uk** or in writing to **African Pride, Tower House, Fishergate, York, YO10 4UA**.

#### **19. 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 which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

**Effective 11 August 2025**