

## BOOKING CONDITIONS AND INFORMATION

These terms will apply to your contract with Sensing Africa (BE0803114468). Please read them carefully before you book.

### 0. COVID-19 SPECIFIC CONDITIONS

All mentioned aspects under this paragraph (0) overrule any other standard clause of these T&C's.

#### 0.1. Guide's access is blocked

In the situation where your accompanying guide is refused access to the country or has to go into quarantine upon arrival, Sensing Africa will commit to communicate this as soon as possible and will present following options:

- (A) You will be suggested a replacement personal guide to the extent that this is possible to organize in a short time frame. In this case, your travel will continue as planned and at the agreed price. Any (specialist) activities that cannot be executed due to not having your first guide available will be refunded in full after your trip.
- (B) If the first option is not possible or if the proposed guide is rejected, Sensing Africa will organize comfortable transport to get you to your agreed locations and will try to mobilize different local guides to help you out once you have reached your destinations. This will come at no extra cost. In this case, a fair compensation will be given to you as to compensate you for not having a private guide and driver. Any (specialist) activities that cannot be executed due to not having your initial guide available will be refunded in full after your trip.
- (C) A voucher worth the total value of your trip, minus inbound flight (if part of your agreed package). This voucher will be for the same package as agreed on and valid for max. 1 year unless otherwise explicitly agreed upon.

#### 0.2. Participant's access is blocked

In the situation where a participant of the tour has been denied access in the country of arrival or has to go into quarantine upon arrival, Sensing Africa will commit to try to find a suitable solution together with the group. If it is decided that the whole tour is cancelled due to 1 or more members of the group being blocked from starting the booked tour, a voucher will be issued for the same trip, minus the full deposit and minus any cancellation costs of the accommodations or activities booked. Sensing Africa commits to being as transparent as possible and disclose any cancellation fees brought forward by booked accommodation or activities if the participant would request so.

If it would be decided that the tour can continue without the participant, a refund will be given to the participant worth the missed days and activities of that participant, minus the deposit of that participant and any cancellation fees imposed by the accommodations or activity supplier.

### 0.3. Payment

A 1/3 deposit is requested to confirm the booking and payment in full has to be received no later than 60 days (8 weeks) prior to the first day of the organized trip.

### 0.4. Flights changed or cancelled

Extreme volatility has been observed with regards to confirmed flights during this worldwide COVID-19 pandemic. Sensing Africa will try to accommodate as good as possible to the new flights and schedule, only if this is communicated to Sensing Africa in written no later than 24h after the airline's notice. 2 options will be proposed in this case:

- (A) An amended schedule. If the new accepted travel plan is more expensive than the original plan, immediate payment of the surplus and amendment costs will have to follow in full. If the new travel plan is less expensive, a refund will follow worth the price difference minus any cancellation fees. This refund will follow once the trip is executed. A replanning fee of 450 EUR will be charged.
- (B) A voucher worth the total value of your agreed travel plan, minus cancellation fees charged by the accommodations, activities and suppliers, and minus a replanning fee of 450 EUR. This voucher does not have to be for the same exact package in a later stage and will have a validity of max. 1 year unless otherwise explicitly agreed upon.

In case the flights have changed of the accompanying guide, the options from point 0.1. will be added to the options under 0.4. and will be presented to the participant. In this case, there will be no replanning fees.

It is advised to have travel insurance which covers these current COVID-19 conditions and check your airline's conditions (free unlimited rebooking e.g.)

### 0.5. Falling ill before the trip

In case a participant falls ill prior to departure he or she can put forward a fitting replacement at an administration cost of 50 EUR (except when certain bookings are specifically tied to a person like a flight ticket) or choose to cancel the booking. When the booking is cancelled due to contracting COVID-19, a refund of the total trip will be given minus the deposit and cancellation fees of accommodation, activities etc. Under no circumstances should a participant ignore any symptoms that could point towards having contracted the COVID-19 virus. If this is the case, your Sensing Africa contact person should be notified immediately. If it is found that symptoms were present and neglected prior to departure, the participant will have no right to any compensation nor refund and this will be treated as severe negligence overruling everything mentioned under point 0.2.

In case your accompanying guide falls ill with the COVID-19 virus prior to your departure, you will be notified within 24h and the options proposed in 0.1 will be put forward.

#### 0.6. Falling ill during the trip

If one or more participants of the traveling group falls ill with the COVID-19 virus during the trip, it will result in the whole group having to quarantine locally, terminating the journey with immediate effect. In this case, the unused days of your trip will be returned to you as a voucher with a max. validity of 1 year unless otherwise explicitly agreed upon, minus any cancellation fees.

#### 0.7. The travel destination(s) closes its borders

In the event that the country of destination has or will close its borders due to the Covid pandemic, potentially preventing both the guide's and the participants' access to the country, a plan will be drafted together with the participants. The option will be given to

- (a) postpone and reschedule the trip, without any rescheduling fees. Price differences due to rescheduling within the 2% boundary will be absorbed by Sensing Africa. Any larger differences will be either asked to be compensated by the participant in case of a higher price, or refunded by Sensing Africa in case of a lower price.
- (b) cancel the trip. In this case, all the transferred funds will be returned to the participant, minus cancellation fees of accommodations and activities, and minus a 150 EUR processing fee.

#### 0.8. Personal Protection

Every participant should have his or her personal face mask and hand sanitizer readily available at all times. Depending on local conditions and rules at the time of travel, your guide might ask to use any of those at any time. As not following these rules has tremendous consequences on public health, entails potential fines and prosecution by the local government for the whole traveling party, your guide commits him- or herself to give you a friendly reminder if rules are not followed. On a second violation, Sensing Africa reserves the right to terminate your trip immediately and this without any refund.

## **1. BEFORE YOU BOOK**

### 1.1. Planning your Holiday

Our aim is to provide exactly the right holiday to suit your requirements. You can email us on [info@sensingafrica.com](mailto:info@sensingafrica.com) and we will tailor-make an itinerary for you and provide you with a price per person.

### 1.2. Data Protection

In order to process your booking and ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as your name and address, and any special needs/dietary requirements as well as any information requested in the Sensing Africa Personal Travel Form which will be sent to you after your booking.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or religious requirements. If, however, we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons.

### 1.3. Illness and disability

If you or any member of your party suffer from a disability or other medical condition please tell us before you book. Sensing Africa is happy to give you advice and to try to assist you in choosing a holiday that will meet your requirements. However, most of our holidays are in destinations which are off the beaten track and lack even the simplest facilities for disabled guests such as ramps for wheelchairs, lifts and so on. Many of our holidays require a fair degree of physical fitness. Medical facilities may not be readily available, particularly on safari. In order to assist you we must be provided prior to booking with full written details regarding your medical condition and any special requirements which result from this. An appropriate medical form will be sent to you for this purpose.

Air travel can cause problems for some people with circulatory or bronchial problems, such as deep vein thrombosis. It is inadvisable for anyone with high blood pressure or respiratory problems to visit high altitudes. You should consult your doctor for advice before you book and in good time before your departure.

### 1.4 Special requests

Where special requests such as diet, room location, twin or double bedded room, a particular facility or flight seat are an important factor in the choice of holiday, you must advise us before a booking is made. Part of this will be covered in your Personal Travel Form sent to you for completion. We will pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. If not, such will be communicated back to you. We will also pass on any dietary requests to airlines part of your package but we recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

### 1.5 Smoking on flights

The majority of airlines have introduced a total smoking ban on most or all of their flights. Please ask before booking if this information is important to you.

### 1.6 Passports/Visas/Health

You will need a full and valid passport to travel which is valid for at least six months after the date of your return. Some destinations also require visas and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel. You should also contact your doctor or a specialist vaccination center for details of the measures you will need to take prior to departure. All children should travel on full passports. It is your responsibility to ensure that you have all the correct documentation for the holiday including passports, visas, health certificates, birth certificates, international driving licenses etc.

We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents.

## **2. BOOKING AND PAYING FOR YOUR HOLIDAY**

### 2.1 Making a Booking

Once we have discussed your requirements we will send you a detailed itinerary setting out the transport, accommodation, meals and other services which will be provided as part of your holiday and the cost per person. You should check that these meet with your approval and contact us as soon as possible to make any changes. Once the itinerary and price has been agreed in principle you can book the holiday by completing and signing our booking form and returning it to us with a deposit of 1/3 of the holiday price per person, or such other sum as we may notify to you at the time of booking. Payment can be made by bank transfer, debit card or by most major credit cards in favor of Sensing Africa. If for any reason we do not accept your booking your deposit will be returned. Your contract with Sensing Africa will come into existence on the date on which the deposit has reached Sensing Africa and the necessary personal details have been provided to book flights.

When you make a booking you are confirming that you understand and have accepted on behalf of yourself and all members of your party our booking conditions. All contracts with Sensing Africa are made in Belgium subject to these booking conditions and are subject to Belgian law and the exclusive jurisdiction of the Belgian Courts. Many airlines now require the full name of all passengers travelling. We might therefore ask you at the time of booking to provide us with your first forename (as shown in your passport) as well as your title and surname or date of birth in the Sensing Africa Personal Travel Form or by any other communication means. Failure or delay to do so in a timely manner might result in changing air fares during this period of time. Such changes can be charged to the client by Sensing Africa.

It is important for you to check the details in that form. In the event of any discrepancy please contact us immediately. If you arrange your holiday directly with us all correspondence and other communications will be sent to the address specified by you, which will be that of the first person contacting Sensing Africa unless otherwise indicated by you. If your booking is made through a travel agent, all communications will be with that agent – who acts as agent for you in regard to all communications from us to you.

### 2.2 Paying for your holiday

After your booking has been taken and a deposit received, a confirmation invoice will be sent to you detailing the total cost due. Full payment is due to reach us not less than 60 days before departure. If you do not pay in full 60 days before departure, we reserve the right to cancel your booking, and forfeit the deposit by way of cancellation charge. If you make a booking within 60 days of your departure date then you must pay the full cost of the holiday at the booking stage. Any money paid by you to a travel agent is held by the agent on our behalf.

### 2.3 Your holiday price

Fuel prices are volatile and many airlines are charging fuel supplements, often at short notice.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable

for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. This will be communicated to you in a transparent way. However, there will be no change within 30 days prior to your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of €10 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

If the Government or Civil Aviation Authority imposes a passenger levy we reserve the right to pass this on to you.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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.

#### 2.4 Insurance

It is a condition of booking that you and all members of your party have comprehensive travel insurance cover including medical insurance cover and that it is adequate for your needs. For those who participate in sports and activities whilst on holiday that have been organized and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Please keep your insurance details with you whilst on holiday.

#### 2.5 Travel documents

Approximately 14 days before departure you will receive your flights tickets (if applicable) together with other information concerning your holiday. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24 hour clock system, may have been adjusted since you received your invoice. You are responsible for checking in at the correct time and we cannot accept responsibility if you miss a flight due to late check-in unless this is as a result of our negligence or that of our employees or agents.

### **3. IF YOU WANT TO CHANGE OR CANCEL YOUR HOLIDAY**

#### 3.1 Changes to your holiday

If you want to change any part of your holiday arrangements after the confirmation invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an replanning fee of MIN 50 EUR and MAX 450 EUR per person (whichever currency you are

booking in), and payment of any further costs incurred as a result of the change. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare.

### 3.2 Transferring bookings

If any person named on a booking form is prevented from travelling as a result of illness, the death of a close relative, jury service or other significant reason, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the package, subject to both persons accepting liability for full payment of the holiday cost and any additional costs arising from the transfer. This will also be subject to the agreement of our suppliers eg. airlines and/or hotels. We must be given at least 14 days written notice of the transfer request, prior to your departure. An administration charge will be made of EUR 50 per person for requests made more than 71 days before departure, and EUR 100 per person within 70 days before departure. In no case will Sensing Africa be covering amounts lost or fees charged by suppliers due to this transfer

### 3.3 Cancelling your holiday

If you or anyone on your holiday booking decides to cancel the holiday you must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24 hours by the person who made the original booking. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24 hours of the original notification. The following scale of charges will be payable depending on when the notification of cancellation is received prior to the start of the trip. In no case will Sensing Africa be covering amounts lost or fees charged by suppliers due to this cancellation. These amounts will be added to the total cancellation fee. An administrative fee of 135 EUR will be charged to process the changes in the organization.

<b>Cancellation block</b>	<b>Time of notice</b>	<b>Cancellation fee</b>
5	70 or more days; 10 weeks or more	Deposit forfeited
4	69 – 43 days; Less than 10 weeks and more than 6 weeks	50% of total holiday cost
3	42 – 29 days; Less than or equal to 6 weeks and more than 4 weeks	65% of total holiday cost
2	28 – 15 days; Less than or equal to 4 weeks and more than 2 weeks	85% of total holiday cost
1	14 days or less Less than or equal to 2 weeks	100% of total holiday cost

You must take out travel insurance which should, in most cases, include cover, under certain circumstances, against loss of deposit or cancellation fees.

## 4. IF WE WANT TO CHANGE OR CANCEL YOUR HOLIDAY

### 4.1 Accuracy of information

We check the information which we provide about our holidays very carefully. However, tour, excursion, cruise or safari itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavor to advise you prior to your departure.

### 4.2 Building and development work

Many hotels and resorts are continuing to develop, sometimes rapidly and often with little or no advance warning. Whilst we have no control over such work, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards. If we are informed of such work, we will try to notify you of any activity as soon as possible, however near to your departure this may be.

### 4.3 Flights and aircraft

Long haul flights can be tiring, particularly in economy class. We recommend you to consider booking an upgrade. We also recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. Sensing Africa has no control over the allocation of seats by the airline and even if a request has been made with the airline to book seats, no guarantee can be made that they will still be available on departure. The provision of particular seats does not constitute a term of your contract with us. We cannot guarantee the type of aircraft you will travel on as this may be subject to change and general availability.

Some itineraries require a change of aircraft en route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However stops may be made en route for refueling or to let passengers on and/or off. Details of any stops will be given on your itinerary. Should you require this information at an earlier stage, please check with us at the time of booking.

It is common practice for scheduled airlines to use a code share system, which may mean that you fly with a partner airline. Where this situation arises, it is not classed as a major change and we may not be in a position to advise you prior to departure.

Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Flight timings, and days of operation are subject to change. We will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a reduction of your holiday duration, we will offer you a refund of any applicable costs.

### 4.4 If we change your holiday before your departure

We hope and expect to be able to provide you with all the services we have confirmed to



you at the time of booking. We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels, local transport operators and guides, over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these.

Most of these changes are minor. However, if we consider them a material change we will notify you or your travel agent as soon as reasonably possible. A material change includes a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, a change of departure airport, or a significant change of resort area. In the case of a material change before your departure we will provide you with three alternatives:

- (a) alternative travel arrangements of equivalent or of very closely similar standard and price, if available;
- (b) alternative travel arrangements of a lower standard together with a refund of the difference in price; or
- (c) cancellation of your holiday with a full refund of all monies paid.

In all three cases, compensation will be paid as appropriate unless the change occurs as a result of circumstances beyond our control or the control of our suppliers.

#### 4.5 Changes due to circumstances beyond our control

We will not be liable to pay any compensation if we are forced to cancel or in any way change your holiday as a result of unusual or unforeseeable situations outside our control or the control of our suppliers, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline, war or threat of war, civil strife, industrial disputes, natural disasters, adverse weather conditions, epidemic or outbreaks of illness or terrorist activity.

#### 4.6 If we cancel your holiday

We reserve the right in any circumstances to cancel your holiday for any reason. However we will not cancel your holiday within 71 days of departure unless it is for a reason outside our control (see changes due to circumstances beyond our control). If we have to cancel your holiday we will offer you:

- (a) alternative travel arrangements of equivalent or of very closely similar standard and price, if available;
- (b) travel arrangements of a lower standard and a refund of the difference in price; or
- (c) a full refund of all monies paid.

Compensation will also be paid as appropriate unless the holiday is cancelled because you have failed to pay on time or as a result of circumstances beyond our control. No compensation is payable if the holiday is cancelled because the number of persons who agreed to take it is less than the minimum number required and you are informed of the cancellation in writing within the period indicated in the description of the package.

#### 4.7 Minimum numbers

We will tell you at the time of booking whether a particular holiday is subject to a minimum

number of participants for its operation. We will advise you at least 71 days before departure if minimum numbers have not been reached. You will then have the choice of booking an alternative holiday with us, changing your departure date at the appropriate additional cost, or having a refund of monies paid.

## **5. ON HOLIDAY**

### 5.1 Health & Safety

We promote good hygiene practices in hotels and tented camps but it is important to remember that standards of hygiene and safety in some foreign countries, particularly developing destinations, are generally much lower than in the Europe and North America. Care should be taken to minimize the risk of holiday sickness, particularly for pregnant women, children and the elderly.

Safaris, particularly those which involve walking, canoeing or riding, bring you into close contact with wild animals whose behavior can be unpredictable. We take precautions to ensure that you are led by highly qualified and experienced guides but you must accept that, in purchasing these holidays, an element of personal risk is involved. At all times you must comply with reasonable instructions given by your guide. Prior to your departure, you must sign and return the Indemnity Form offered to you by Sensing Africa in order to let your trip start. This is either signed on a separate form or explicitly agreed upon by filling in the Personal Travel Form. This shows that you understand the risk and do not hold accountable Sensing Africa for any injuries, illness or death arising from your booked trip. Failure to do so will result in full cancellation of your trip by Sensing Africa and will be subject to a 100% cancellation fee of your total holiday cost.

Activities such as horseback riding, ballooning, canoeing, white water rafting and scuba diving may be available for you to book with local independent operators. All these activities carry inherent risks. Each person wishing to participate may be asked to sign a form of waiver by the local supplier which may limit or exclude its liability. In some cases they may require you to pay for a lesson. These activities are not sold by us and do not form part of the package which we provide, unless they are included in our itinerary and form part of our inclusive price for your holiday. Unless otherwise agreed, all participants must be over eighteen years of age and physically fit enough to take part. Safety equipment must be worn at all times. Participants must comply with reasonable instructions given by the organizer of the activity.

### 5.2 Flight Delays

In the event of a flight being delayed, we will do our best to make arrangements for your comfort wherever possible. However, this will depend on such factors as the expected length of delay, local availability of accommodation, immigration ruling and so on. Where long flight delays result in lost holiday time, no refunds are given by hotels for unused accommodation, as rooms are held for delayed arrivals, not re-let. Your travel insurance policy may offer compensation for certain flight delays.

### 5.3 Water/electricity Supplies

In many of the less sophisticated destinations we feature, the water and electricity services struggle to keep up with the increased demands from inhabitation. Limited rainfall can put further pressure on their provision. Hotels and safari camps do everything possible to offer

full services. However, occasional power cuts and/or water restrictions may be experienced.

#### 5.4 Accommodation in the Tropics

In many hotels, especially beach resorts, insects in the rooms such as cockroaches are almost inevitable. It should not be taken as a sign of dirtiness, simply a fact of life in these destinations. Views from some hotel rooms may be partly obscured by palm trees and other vegetation that can grow very quickly in tropical climates.

#### 5.5 Watersports and other activities

Many hotels offer watersports and other sporting activities, in some cases these may be free of charge. Please note that in the interest of your personal safety, the operators of these activities may require that you demonstrate your competence (for example by taking a swimming test) prior to commencement and reserve the right to refuse participation for any reason if they feel this may compromise your or another guest's safety.

#### 5.6 Lost items

If you lose any personal items whilst on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

#### 5.7 If you have a complaint while you are on holiday

If you have cause for complaint whilst on holiday, you must bring it to the attention of our local representative or agent and the hotel immediately. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

#### 5.8 Conservation

It is becoming ever more important to conserve the world's natural resources, its landscapes, flora and fauna. Someone coined the phrase 'Take only photographs, leave only footprints' and a number of countries now use this to promote conservation. It would be hard to improve on this statement. Your guide or local accommodation will brief you on what to do and don't do in certain natural environments with regards to fauna and flora. In a privately guided tour, your guide commits to give a friendly reminder when certain behavior is in direct violation of what was mentioned in the briefing. **If the same behavior continues beyond the first reminder, your guide reserves the right to immediately cancel your trip and bring you to your agreed end point without refund of the days lost.** In the case that certain behavior leads to being expelled from specific activities at a certain location, lodge or adventure center, Sensing Africa will not be held accountable for such behavior and will thus not compensate for loss of activities.

#### 5.10 Financial Protection

We will accept responsibility if due to fault on our part, or that of our agents or suppliers, any part of your holiday arrangements booked before the start of your booked holiday is not as described in our brochure or itinerary, or not of a reasonable standard. We do not accept responsibility if and to the extent that any failure of your holiday arrangements, or death or injury: is not caused by any fault of ours, or our agents or suppliers; is caused by you; is caused by someone not connected with your holiday arrangements or is due to unforeseen circumstances which, even with all due care, we or our agents or suppliers could not have

anticipated or avoided.

Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Sensing Africa has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of circumstances beyond our control we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. You must have adequate travel insurance for your holiday and should claim via your insurance company for any loss or damage to luggage and/or personal possessions.

#### 5.11 Curtailment

If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances your travel insurance may offer cover for curtailment.

## **6. ON RETURN FROM YOUR HOLIDAY**

### 6.1 If you had a problem

If a problem remains unresolved during your holiday, you should make a complaint in writing to Sensing Africa within 28 days of the completion of the holiday. Please remember to quote your holiday booking number or proposal number and daytime telephone number. We will do our best to investigate and reply to you within 28 days of receipt of your letter.

### 6.2 Our commitment to you for personal injury claims (unconnected with arrangements made by us)

Should you or any member of your party suffer illness, personal injury or death through any misadventure during or after your holiday arising out of an activity which does not form part of your holiday arrangements provided by Sensing Africa, we will, in our reasonable discretion, offer you advice, guidance and assistance. Any request for assistance must be made within 90 days from the date of the misadventure in question.