

LAST UPDATED: 18/12/15

## TERMS & CONDITIONS

It is our intention to set out clearly and simply the responsibilities which we at Top Deck Tours Ltd, Level One, 107 Power Road, London, W4 5PY England, a company registered in the UK, company number 04905253 ("Topdeck, us or we") have to you and any member of your party ("You") and which You, in turn, have to us when a contract is made between us. You should therefore read and understand the contents.

All trips featured in this brochure are sold by Topdeck as agent for Acacia Adventure Holidays Ltd ("Acacia"). Your contract for tour services will be with Acacia as the operator of the trip and will also be subject to Acacia's terms and conditions (in addition to the booking conditions set out below) which will be available directly on Acacia's websites or by contacting them. Should we book a flight on your behalf it will be subject to the conditions of the respective airline, including but not limited to deposit/full payment and cancellation conditions.

All trips featured in this brochure are sold subject to the following conditions ("these Conditions").

- (a) Please note that our trips are designed for young people between the ages of 18 to 39 years. We may in special circumstances approve persons outside this range. If you are 17 years of age and wish to book on one of our trips, please contact us before making a booking as we will require the written consent of your parent or guardian. We reserve the sole right to decline a booking request from You should we think our trips are not suited to You.
- (b) A contract between You and us will exist as soon as we issue an invoice in response to your request for a booking and the deposit has been paid to your travel agent or us.

## BOOKING YOUR TRIP

2. Bookings can be made either through your local travel agent or with us direct and must be secured with a deposit of \$300 per person paid at the time of booking (and for trips visiting the gorillas and chimpanzees, the non refundable payment of the appropriate trekking permit). The deposit is non-refundable unless we cancel your trip. If you are making a booking within 56 days of departure, full payment, including the compulsory adventure pass, is required PROVIDED HOWEVER that if the trip comprises a special offer we may require full payment including any pre and post accommodation and sundry service charges to be paid at the time specified in the offer. Your booking is taken to be confirmed, and accepted when we issue an invoice. If your booking is made through a travel agent, we will address all correspondence to that travel agent. All monies paid by You to the travel agent will be held by them on behalf of Topdeck. If you arrange your trip direct with us, all correspondence and communications will be sent to your address in our booking file unless You specify otherwise. Balance of all payments is required at least 56 days prior to your trip departure date. If you do not pay within this period we may deem your booking cancelled and your deposit forfeited.

- Alterations or cancellations by You after your booking has been accepted will be effected subject to the provisions of clauses 5, 6 and 7 of these Conditions.
- Prices quoted in our brochures are calculated on costs and exchange rates at 1 December 2015. We may increase the tour price and the price of any adventure passes not less than 30 days before departure, to take account of government action, currency exchange rate fluctuations, increases in fuel costs or ground transportation charges (however we will absorb an amount equal to 2% of the price of your travel arrangements before increasing any price). If any price variation exceeds 10% of the total price of your trip as invoiced at the time when your booking was first made, you may cancel your booking within 14 days of the date of issue of our supplementary invoice and obtain a full refund of all payments. We may change any of the services or other particulars contained in this brochure at any time before your booking is confirmed. Price changes in trips featured in subsequent brochure versions will supersede the prices in this brochure. (The version date is indicated on the back cover of this brochure). Before You make a booking we will provide You with details of the current price of your chosen trip. This will also be displayed on the website.
- You must clearly state all your requirements at the time of booking. Please note that any dietary requirements will be a request only. We cannot guarantee special dietary requirements nor will we assume any responsibility or liability if your special requirements cannot be fulfilled. If you want to change any aspect of your booking including but not limited to a change to a trip of shorter duration or different departure date You must notify us as soon as possible in writing. We will do our best to accommodate your requested changes but You will be required to pay an amendment fee of \$100 per person per change, together with any communication and other expenses incurred by us. If a request is made less than 56 days before departure, normal cancellation fees will apply in accordance with clause 7 unless the transfer or change is to an earlier departure of the same trip. In the event of a request for a change to be made a new invoice will be issued by Topdeck and cancellation charges/amendment fees will be shown. All amendment fees are payable within 7 days of the issue of a new invoice or on the date of departure, whichever is the sooner.
- If You are prevented from traveling as a result of illness, the death of an immediate family member, jury service, or other reason beyond your control which we consider significant, we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the trip, subject to You and the other person accepting liability for full payment of the trip cost and any additional costs arising from the transfer PROVIDED THAT we must be given at least 30 days written notice of the proposed change. You will be required to pay an amendment fee of \$100 per person per change, together with any communication and other expenses incurred by us.

## CANCELLATION BY YOU

7. Cancellation of a booking by You must be made in writing. We will not regard a booking as cancelled unless and until written notice is received by us. On cancellation the following charges will apply (in addition to the cost of the gorilla and chimpanzee trek permits on applicable tours):

Days before Departure	% of trip cost forfeited	Pre/post accomm
Over 56 days	Deposit	Nil
42-55 days	35%	40%
28-41 days	50%	60%
14-27 days	75%	100%
Less than 14 days	100%	100%
2-0 days	100%	100%

We act as an agent when booking pre or post accommodation and airport transfers. Cancellation of booked accommodation or transfers will be equal to at least one nights accommodations provided you have given at least seven days notice of cancellation. Cancellation within 7 days will be subject to a fee equal to 100% of the price you have paid for the accommodation or transfers.

## ROLLING DEPOSIT VOUCHER

Top Deck rolling deposit vouchers cannot be requested or redeemed against African trips featured in this brochure.

## INTERNATIONAL FLIGHTS

Should we book any flights on your behalf they will be subject to the conditions of the respective airline - this includes but is not limited to deposit/full payment and amendment/cancellation conditions. Topdeck will charge a \$60 per person administration fee for any amendments, cancellations or reissue of tickets in addition to any airline fees.

## CANCELLATION OR MODIFICATION BY US

8. Every effort will be made to operate all trips as advertised but it must be remembered that our trips are planned up to eighteen months in advance. We therefore reserve the sole right, at our discretion, to modify or cancel any trip, accommodation or arrangement at any time. We will notify You as soon as possible of any changes and they will form part of our contract with You. In the case of any material modification or cancellation, we will, if possible, provide You with three alternatives:

- (1) a trip of an equivalent or closely similar standard and price, if available;

- (2) a trip of a lower standard together with a refund of the difference in price; or
  - (3) cancellation with a full refund of all monies paid.
9. A material modification is one which has a serious effect on your trip and includes a change of departure date, departure point or airport, or change of departure time of more than twelve hours, which would cause substantial inconvenience to You. We do not consider a change of accommodation, or transport style a material change.
10. We will endeavor not to materially modify or cancel the trip within 42 days of the date of the scheduled departure unless compelled to do so because of circumstances beyond our reasonable control. If a material modification or cancellation is made by us within 42 days of the scheduled departure date for reasons other than Force Majeure in accordance with clause 21 You will receive compensation as stated in the scale below.

Period before scheduled departure date that we notify You or your travel agent together with the compensation offered.

Over 42 days	nil
42-29 days	\$50
28-14 days	\$75
13-7 days	\$100
6-0 days	\$200

11. We may require a minimum number of participants for certain trips and in the event that there are insufficient bookings recorded by not later than 28 days before the scheduled departure date we will be entitled to cancel the scheduled trip, whereupon all monies paid by You for your trip shall be refunded but no further compensation will be paid and You and Topdeck agree to release each other from any further obligations which would have been enforceable had the trip not been cancelled. We designate selected trip departures as "Guaranteed". This guarantee is subject to clauses 8, 9 and 10 above.

12. We may alter or substitute the type or size of vehicle, or style of transport mentioned in the brochure, depending on the number of passengers carried, which can vary from trip to trip.

## OUR LIABILITY TO YOU

13. Save where the provisions of Force Majeure apply, in the event that the trip does not reasonably comply with the description in the brochure, Topdeck may compensate You to a maximum value equal to twice the price of the trip but excluding insurance premiums and amendment fees AND Topdeck will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment. Topdeck will not be liable where any failure in the performance or provision of Your trip is due to: (a) Your acts or omissions or the acts or omissions of another member in Your group (b) any third party (c) unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised or (d) an event which we or a travel service provider, even with all due care, could not foresee or forestall (including but not limited to Force Majeure and unavoidable technical problems with transport and similar events).

14. If you are killed, injured or become ill during or as a result of, carriage by ship, train or coach forming part of the trip in circumstances where such death, injury or illness is not caused by or contributed to by You our liability to pay damages and/or the amount of compensation we will be liable to pay is limited in accordance with the liability of a carrier under any international Convention applicable to such events, including, but not limited to:

- In respect of carriage by sea, the Athens Convention;
- In respect of the provision of accommodation, the Paris Convention;
- In respect of carriage by rail, the Berne Convention; and,
- \* In respect of carriage by road, the Geneva Convention.

15. The terms of these Conventions are incorporated into and form part of our contract with You. You should know that the carrier will rely upon its 'conditions of carriage' which may limit or remove the carrier's liability to You and limit compensation under any international Conventions. Our liability will also, in all cases, be limited in accordance with relevant carrier conditions of carriage. Our obligation to You is to (and You expressly authorise us to) make trip bookings on Your behalf with reasonable skill and care and to arrange a contract between You and Acacia. We exercise care in the selection of reputable operators but we have no control over, or liability for, the services provided by third parties. All bookings are made on Your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by Acacia and other relevant operator. Your legal rights in connection with such trips are against the specific operator and are not against us, except to the extent a problem is caused by fault on our part.

16. In the event that Topdeck (or its insurers) make any payment to You for death, personal injury or illness, You must give us or our insurers all and any rights you may have to take action against the party responsible for causing the death, personal injury or illness and You must co-operate fully with us in seeking recovery of any payment we may make from such party.

17. Your booking is accepted on the condition that You understand, and take responsibility for, the risks inherent in adventure travel. Every effort will be made to operate all trips featured in this brochure but because of the number of countries visited on trips there may be a necessity to vary the itinerary from that stated in the brochure, and delays may occur for a variety of reasons beyond our control. The need for a flexible attitude to this type of travel is stressed in our publication. The final decision on the itinerary and the content of the trip will be taken by the Trip Leader in the interest of the group as a whole. Please note that due to Public holidays some sights or activities may not be available on a particular trip.

18. No refund will be made for services made available but which for whatever reason are not used by You once the trip has departed.

## OPTIONAL ACTIVITIES AND EXCURSIONS

19. We and our associated staff partners and suppliers make no warranties or representations in relation to implied or explicit suggestion and/or recommendation for services, activities and events not highlighted as included in the related trip(s). Information not explicitly noted as included is provided 'as is' and intended to be general in nature so may not be suitable for your particular needs. It is essential that you ensure that any/all risk associated with getting to/from, the participation in or visitation of any area, activity, event or venue is in-line with your expectations and suitably covered under your travel insurance

20. During Your trip You will be offered the chance to purchase various optional excursions and activities. We do not own, operate or control any of the companies or individuals which provide the optional activities or excursions. Some of the optional activities and excursions, such as canyoning are inherently risky. If You want to take part in such optional activities or excursions You must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional activity or excursion will be those of the country where the optional activity or excursion takes place. Please note that these standards may not be the same as You would find in the UK, or in Your home country. If You wish to book any optional excursion or activity, You may do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. We act only as their agent. The Trip Leader will have further details and additional information can be found on our website. We accept no liability for any act or omission of any operator or operator's employees, agents or sub-contractors.

## EXCLUSION OF LIABILITY - FORCE MAJEURE

21. We do not accept liability for any loss, damage or expense resulting from war or terrorist activities threatened or actual, civil unrest, industrial action threatened or actual, weather conditions, fire, flood, drought, closures, unforeseen alterations to public transport schedules, rescheduling of aircraft or boats, epidemic or outbreaks of illness or any other event outside our control which either delays or extends or reduces the trip, or compels a change in the trip arrangements after departure ("Force Majeure").

## CONTRAVENTION OF LAW

We will not be responsible for any loss or damage sustained by You as a result of a contravention of any law or regulation of any of the countries visited while on the trip.

## HEALTH AND MEDICAL CONDITIONS

22. If You have a medical condition or disability which may affect your trip, we ask that You inform us in writing at the time of booking the trip of any special arrangements required by You so that we are able to advise as to the suitability of those arrangements. If we reasonably feel we are unable to satisfactorily accommodate your particular needs, we reserve the right to decline the booking or ask for You to be accompanied by a person who is able to provide full assistance to You throughout your trip.

## YOUR LIABILITY TO US

23. You will not be permitted to embark or continue on the trip if your mental or physical condition is, in the reasonable opinion of any representative of Acacia, such as to render You incapable of caring for yourself, or whereby You become objectionable to other passengers, or You become a hazard to yourself or other passengers. We will not be responsible for expenses resulting in You being precluded from completing the trip for any reason, nor will we refund You any part of your trip cost. In all cases we will notify You of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the trip departure where your condition manifests itself after the trip departure. Further, if the trip involves travel by air, the captain of your aircraft can refuse to allow You to fly on the aircraft if he believes that You could be dangerous or disruptive to other passengers on the flight.

## TRAVEL DOCUMENTS

24. Please ensure You carefully read your invoice, tickets and all other documents we send to You as soon as You receive them, and contact your travel agent, or us immediately if any information appears to be incorrect. We will not accept any liability if You fail to notify us of any inaccuracy in any document within 14 days of us sending them to You or your agent. While we will do our best to rectify any changes made outside this time, it is your responsibility to meet any additional costs which may be involved, except in the case of an error made by Topdeck and where there is reasonable justification for You not contacting us within the specified time. You are responsible for ensuring that all necessary travel documents including, but not limited to, passports, visas and vaccination certificates are valid and subsisting. We strongly recommend that You verify current documentation requirements and all other relevant protocols and procedures associated with your trip with your travel agent or us. Please note requirements change and you must check with your Consulate for the most up to date information, including but not limited to Visa requirements for the countries visited on your Trip. Passports must have an expiry date of at least six months after completion of the trip. You must obtain confirmed onward or return flight tickets prior to departure for Africa. We cannot be held responsible if you are refused entry to any country through failure to supply proof of onward travel. You must accept responsibility for reconfirming all onward travel arrangements.

## INSURANCE

25. You must take out comprehensive travel insurance before You travel on your trip. Your insurance protection must include cover for cancellation, medical and repatriation expenses (at least GBP£250,000 or equivalent), personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances must be produced to Topdeck on request and normally on day one of your trip. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

26. You indemnify us against all third-party actions taken against us for loss or damage caused by You or arising from your participation on the trip.

27. In the event of You making a claim against Topdeck arising out of the trip, You assign to us, any rights to take action against any third party supplier or any other person or party that Topdeck reasonably considers to be a party to the action and to co-operate fully with Topdeck should Topdeck or its insurers wish to enforce those rights which have been assigned to Topdeck.

28. In the event that You make a claim against us which is covered by your insurance policy, You agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify You in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

29. In the event of You not making a claim before 5 working days of the maximum length of time permitted by your policy, You must assign, by letter sent by courier delivery to Topdeck not less than 5 working days prior to the said specified time, the benefit of the policy and give immediate notice of such an assignment to your insurer.

## COMPLAINTS

30. In the event of any dissatisfaction with the accommodation or any other service, You must report it immediately to the Trip Leader so that action can be taken to remedy the problem. Failure to notify the Trip Leader of any problem immediately may prejudice Topdeck and may result in your ability to claim compensation from us being extinguished or reduced. Any complaint made to Topdeck following the conclusion of the trip should be made in writing within 28 days of completion of the trip. In the event that You do not notify us in writing within 28 days, Topdeck's ability to investigate the complaint may be prejudiced and may extinguish your claim.

## DATA PROTECTION

31. We are committed to protecting your personal information and agree to process your personal information in accordance with our Privacy Notice, which is available online at [www.topdeck.travel/privacy](http://www.topdeck.travel/privacy). In order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information You provide and pass it on to other relevant suppliers who are responsible for parts of your travel arrangements. In many cases this will include transferring your data to overseas recipients. In making this booking, your consent to this information being passed on to the relevant persons is deemed to be given unless You object and advise Topdeck of your objection at the time of booking. The information may also be provided to public authorities such as Customs or Immigration if required by them, or as required by law. This consent applies to any sensitive information that You give to us such as details of any disabilities or dietary/religious requirements.

## SMOKING

32. Acacia operates a non-smoking policy on vehicles (although it makes frequent stops for breaks), and in most accommodation.

## LUGGAGE

33. There are strict weight limits for vehicles when fully loaded. Therefore You are only entitled to have one piece of main luggage of standard size (see the pre-departure information or our website for size limits), and not weighing more than 20kg. In addition You may bring a sleeping bag, as required on specific trips, and a daypack.

## GENERAL

34. You understand that future Topdeck advertising and publicity material may include statements made by passengers, or their photographs, and You consent to such use of your comments or photographic/video likeness.

35. No servant, agent, employee or representative of Topdeck has any right to alter, vary or waive any of these Conditions, nor undertake any activity likely to lead to increased liability whatsoever on behalf of Topdeck unless such be in writing and signed by a duly authorised person.

36. All contracts for bookings made with Topdeck, for trips in this brochure, are governed by English law and are subject to the exclusive jurisdiction of the English Courts in the UK, should any dispute between us not be otherwise amicably agreed.