

TERMS & CONDITIONS

It is our intention to set out clearly and simply the responsibilities which we at Top Deck Tours Ltd, whose office is at Level One, 107 Power Road, London W4 5PY, UK (UK Registration number 04905253), have to You, your heirs, executors and assigns and any member of your party and their heirs, executors and assigns ("You") and which You, in turn, have to us when a contract is made between us. You should therefore read and understand the contents of these terms and conditions.

All trips featured in this brochure are sold by Top Deck Tours Ltd as an agent of Acacia Adventure Holidays, a company registered in the UK (registration number 03804375), and whose trading address is: Basement Unit, 23A Craven Terrace, London, W2 3QH, UK. All bookings are taken subject to the booking conditions of Acacia Adventure Holidays as follows:

The contract specified in 1 b) below ("The Contract") for any of the holidays described in this brochure is between all persons named on the Booking ("You") and Acacia Adventure Holidays Limited ("the Company", 'us', and "we"), and is made subject to the conditions below.

1. BOOKING YOUR HOLIDAY

a) Bookings can be made either through your local travel agent or with us direct and must be secured with a deposit of USD300 per person at the time of booking. This deposit is non-refundable unless we cancel your trip, plus, on tours visiting the gorillas and/or chimpanzees, the non-refundable price of the appropriate trekking permit. If you are booking within eight weeks of departure, full payment is required.

b) Your booking is accepted by the Company and becomes effective only from the date when the Company has confirmed acceptance to You or your travel agent in writing and issued a Confirmation Invoice. On that date The Contract for the holiday will come into effect. If for any reason the Company does not accept your booking your deposit will be returned. If other people are included in the booking you make, you accept the responsibility that they too are bound by these booking conditions and you have communicated these to them.

c) If you arrange your holiday directly with Topdeck, all correspondence and other communications will be sent to the address specified by You on your Booking Form, which will be that of the first person named, unless indicated otherwise by You.

d) If your booking is made through a travel agent, all communication from the Company will be with the agent. All monies you pay to the travel agent are held by it on your behalf until we issue our Confirmation Invoice. After this, the travel agent holds the monies on the Company's behalf. For the avoidance of doubt all online bookings shall be deemed as booked in England and subject to these Terms and Conditions

2. AMENDMENTS AND CANCELLATION

a) Amendments by You. The Company will make every effort to assist You if you wish to alter your arrangements but reserves the right to impose an amending charge of USD100 per booking in the event of your wishing to change a booking previously confirmed by the Company up to 56 days before departure, together with communication charges and other expenses incurred by the company. These charges will be payable whether or not the Company is successful in confirming the amended reservation. Amendments made by You within 56 days of departure will be treated as cancellations and re-bookings. The normal cancellation charges detailed below will then apply. All amendments should be reconfirmed in writing, signed by the signatory of the original booking.

b) Transfer of Bookings You may change your booking up to 30 days before departure by transferring it to another person if you are unavoidably prevented from travelling and the transferee meets any and all the conditions which apply to the travel arrangements booked. The right to transfer is subject to a payment of an administration fee of USD100 per person (plus appropriate holiday insurance premium, if applicable) together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the arrangements.

c) Cancellation by You If You wish to cancel your booking You must inform the Company in writing (signed by the person who signed the original booking) sending such written notification to Topdeck at our address above. Cancellation will be effective on the day it is received by the Company. The following charges, in addition to your deposit and where applicable the gorilla/chimpanzee permit money, will be payable by You, depending upon the number of days prior to departure date when the Company receives notice of cancellation.

The following is the cancellation fee payable based on when the cancel notification is received by the Company:

Days before Departure	% of trip cost forfeited
56 days or more	Full Deposit
42 to 55 days	35%
28 to 41 days	50%
14 to 27 days	75%
Less than 14 days	100%

d) The Company acts as an agent when booking pre or post tour hotel accommodation and airport transfers. Cancellation of booked accommodation or transfers will be subject to a fee equal to one night's accommodation provided you give at least 7 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 transfers and accommodation.

e) Amendments or Cancellation by the Company.

(i) If You do not pay the balance of the holiday price by eight weeks (56 days) before departure date, the Company reserves the right to treat the booking as cancelled, and to levy cancellation charges.

(ii) Every effort will be made to operate all holidays as advertised. However, we do plan the arrangements many months in advance and occasionally we may have to make changes and we reserve the right to do so at any time.

In very rare circumstances, such as insufficient numbers on safari holiday departures, the Company may have to cancel the whole or part of your holiday at any time up to four weeks prior to departure. In the event of any cancellation, the Company will use its best endeavours to offer alternative arrangements of a comparable standard or to make a full and prompt refund for all monies paid by You.

(iii) The Company will not normally cancel any holiday within four weeks of departure, except in circumstances outside the Company's control in the event of war or threat of war, riot, civil strife, industrial dispute, terrorist activities (threatened or actual), natural and nuclear disaster, fire or adverse weather conditions, or other circumstances amounting to force majeure. The Company will then use its best endeavours to offer you an alternative holiday of comparable standard, or make full and prompt refund of all monies paid to it by you.

(iv) In the rare event of cancellation becoming necessary within four weeks of departure date for reasons other than the force majeure circumstances described in the preceding paragraph, then the Company will offer, whenever possible, comparable arrangements or a full refund of all monies received by the Company from you. In addition, if the Company cancels a holiday less than 15 days before

departure, compensation of 10% of the holiday price (excluding insurance premiums, amendment charges and air fares) will be paid to You.

(v) The Company reserves the right to alter routes, schedules, itineraries, amenities and mode of transport, without prior notice, during the period of the holiday, due to circumstances or events which affect the stated intentions of the holiday. These influences may include, but are not limited to, sickness, mechanical breakdown, events emanating from political disputes, acts of terrorism (threatened or actual), entry of border difficulties, adverse weather conditions, earthquakes, and other unpredictable or unforeseeable circumstances.

(vi) The Company designates selected tour departures as "Guaranteed" at its discretion. This guarantee is subject to (i), (iii), (iv) and (v) above and the Company reserves the right to remove the Guaranteed designation at any time.

3. HOLIDAY PRICE POLICY

a) All Prices in this brochure are based by reference to currency rates published in the UK Financial Times on 22 August 2014. The Company reserves the right to increase the tour price not less than 30 days before departure, to take account of: government action, currency exchange rate fluctuations, increase in fuel costs or ground transportation charges, although it will absorb an amount equal to 2% of the price of your travel arrangements as arranged by the Company. The Company reserves the right to change any of the services, prices, or other particulars contained in this brochure at any time before we enter into a contract with you. If there is any change the Company will notify you before you enter into such contract.

b) After the Company has issued your initial Confirmation Invoice (after receipt of your booking), should there be a need for any subsequent surcharges, these will be shown on a Supplementary Invoice, sent to You (or your travel agent) no later than nine weeks (63 days) prior to your departure date.

c) Payment of all invoices is due to reach the Company not later than eight weeks (56 days) prior to departure date. Provided that the Company receives settlement in full by the due date, it undertakes to absorb any price increases that may arise after that date, except for airfare and Local Payment increases.

d) The financial commitments the Company undertakes in order to offer this guarantee mean that it may not be able to make reductions in holiday prices should exchange rates vary from those quoted in clause 4a.

e) If your holiday is booked within the eight week period mentioned here, then your Confirmation Invoice will have detailed the final surcharges (if any) that are due.

f) Should any final surcharges exceed 10% of the total price of your holiday as invoiced at the time when your booking was first made, you are entitled to cancel your booking within 14 days of the date of issue of our Supplementary Invoice and obtain a full refund of all payments made to the Company, except for holiday insurance and any amendment charge previously incurred. Cancellation advice is deemed to become effective on the date on which the Company receives this. Cancellations should always be notified in writing (Recorded Delivery is advisable, (Fax or email is acceptable but please telephone to confirm receipt). This should be sent to Topdeck at our address above.

g) The Local Payment mentioned on the tour page is a mandatory payment additional to the Tour Price and is intended to cover the cost of items listed under the "Local Payment" heading on the relevant brochure page for each tour. There is an additional mandatory payment on the applicable tours for the viewing permits for the gorillas and chimpanzees. The Local Payment must be paid in U.S. Dollars cash at the pre-departure meeting prior to the departure of the holiday or as otherwise directed by the tour leader.

4. RESPONSIBILITIES OF THE COMPANY

(a) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions given in this brochure by the Company are given in good faith, based on the latest information at the time of going to press. Unless specifically advised to the contrary by the Company, nothing shown in any brochure or other publication (whether supplied by us or not) constitutes a condition or term of this contract, or shall be relied upon in any way. In exceptional circumstances outside the control of the Company, its agents or suppliers, such as, but not limited to, circumstances amounting to force majeure such as war, threat of war, political unrest, riots, civil disturbances, terrorist activities (threatened or actual), legally or illegally organised labour disputes, adverse weather conditions, and acts of God, the Company, its agents or suppliers cannot be held responsible for any limitation or withdrawal of facilities.

(b) (i) Where You do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with the Company in the United Kingdom not be as described in the brochure and not be of a reasonable standard, and, subject to (iii), (iv) and (v) below will pay you compensation of an amount which could reasonably be expected, taking into account all the relevant circumstances. Any sums received by You from suppliers, such as airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to You as compensation by the Company.

(ii) Where You suffer death or personal injury as a result of an activity forming part of your holiday arrangements with the Company, we accept responsibility subject to (iii), (iv) and (v) below.

(iii) The Company accepts liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of the failure of your holiday arrangements or any death or personal injury You may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is your fault, or due to the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of full care.

(iv) Where a claim (whether for personal injury or non-personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the Company's liability and/or the amount of compensation You will receive will be limited in accordance with the contractual terms of the companies providing the transportation for your travel arrangements, which are incorporated into this contract, and the provisions of the relevant International Conventions, namely the Warsaw Convention 1929 as amended by the Hague Protocol 1955, the Berne Convention 1961, the Geneva Convention 1973, the Paris Convention 1962, and the Montreal Convention.

(v) The Company's acceptance of liability in (i), (ii), (iii) and (iv) above is conditional upon You assigning any rights that You may have against any of our servants, agents, or suppliers which is in any way responsible for the failure of your holiday arrangements or any death or personal injury You may suffer. Such acceptance of liability is also subject to your following the procedures for the notification of complaints set out in the booking conditions.

(vi) The use by the Company of transport in connection with your holiday is subject to the conditions of carriage of the operators or owners of such transport. These conditions may include the provision of the law of the country of the carrier or be subject to international conventions which may limit or exclude the carrier's liability.

(vii) Please note that when You book excursions or other services locally you contract with the local company providing that excursion

or service and not with the Company. The Company has no legal liability for anything that goes wrong with such an excursion or service and any claim which you might have arising from the excursion or service will be against the relevant local company and subject to the local company's terms and conditions.

(ix) You should regard as optional all activities and/or excursions mentioned in this brochure which are not undertaken on a vehicle belonging to the Company, and are not specifically stated as being included in the tour price.

(x) The Company, where appropriate and with reasonable discretion, shall afford initial general assistance to a client who suffers illness, personal injury or death during the period of his holiday.

(xi) The Company's employees, agents, and representatives have no authority to vary these conditions.

5. YOUR RESPONSIBILITIES

a) All passports, visas, health certificates or other travel documents required for the holiday must be obtained by You. It is your responsibility to ensure that these remain in order, and to meet any additional costs incurred (whether by You or by the Company on your behalf) as a result of failure to comply with such requirements. Any information or advice given by the Company on passports, visas, vaccinations, etc. is given in good faith but without responsibility on the part of the Company.

b) No credit or refund is possible for any unused services included in the holiday price or Local payment. This includes where the reason for not using the services is due to illness or to disinclination, or to lost, mislaid, or destroyed travel documents, or for departing the tour early or before it reaches its final destination.

c) You must obtain confirmed onward or return flight tickets prior to departure for Africa. The Company 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.

d) You are responsible for checking-in at the correct time. The Company cannot accept responsibility if You miss flights or tours as a result of late a check-in.

e) You acknowledge that the nature of the holiday is expeditious and adventurous, and that you will be visiting places where the political, cultural and geographical conditions present certain dangers, risks and physical challenges greater than those present in our everyday lives.

f) It is compulsory that You have personal travel insurance. This policy must include a minimum cover of £250,000 (or equivalent) for medical and repatriation expenses.

g) 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.

h) 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 the Company, 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.

i) You agree that during the holiday images, photos, or videos may be taken by other clients or Company staff that may contain You in part or in whole. You agree that these images may be reproduced by the Company and You grant perpetual, royalty free, worldwide, irrevocable license to reproduce such images, photos, or videos in any medium for promotion and publicity purposes

6. ARBITRATION, LAW AND JURISDICTION

Any matters arising from The Contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales. Should You have a complaint about any aspect of the Company's arrangements, the complaint should be reported immediately to our local representative in order that the Company may be given the opportunity to investigate and rectify the matter during your holiday. If your complaint is not resolved locally, please follow this up by writing to Topdeck at our address above within 28 days of the end of your travel arrangements with the Company.

7. DATA PROTECTION POLICY

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass on the information to the various relevant suppliers of your travel arrangements such as hotels, transport companies etc.

The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Additionally, controls of data protection in Africa may not be as strong as the legal requirements in this country.

We will not however, pass any information to any person not responsible for any part of your travel arrangements. If we cannot pass this information to the relevant suppliers, whether in Africa or not, we cannot provide your holiday.

In making this booking, You consent to this information being passed on to the relevant persons. You are entitled to a copy of your information held by us.

If You would like to see this please contact us.