

Booking Conditions

1. The person who signs the booking form does so on behalf of all the individuals included on it, such that all are bound by the booking conditions. All safaris, tours and extensions described in the brochure will hereafter be referred to as tours. All bookings are made with Families Worldwide Limited (registered number 5885713) which is a special-interest travel venture. No variation of these conditions may be made unless this is done in writing by a director of the company.

2. A non-refundable deposit of 10% per person is required and should be sent with the completed booking form. We will confirm our acceptance of your booking in writing, and it is at the time we send out this confirmation that a contract comes into existence between us. The balance of the tour price is due 60 days prior to departure date. Should this final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled. If a booking is made 70 days or less prior to the departure date then the full amount is payable at the time. If you make your reservation through a travel agent we shall address all communication to the agent. All monies paid by you to a travel agent is held by the travel agent for Families Worldwide until such monies are forwarded to Families Worldwide.

3. If you wish to make any alterations to your holiday we will make every effort to accommodate these, but cannot guarantee that this will be possible. If alterations you request are possible, these will, of course, be subject to any amendment or other charges imposed by any relevant supplier, and a sum of £50 to cover our administrative costs. Requests for amendments must be made in writing by the person whose signature appears on the booking form.

Any cancellation by you, must be made in writing. The date on which the letter is received by us or our agents will determine the cancellation charges applicable. The cancellation charges are expressed as a percentage of the total tour price. These charges are as follows:

| More than 60 days | Deposit only |
|----------------------------------|--------------|
| 59-40 days before departure | 30% |
| 39-28 days before departure | 75% |
| 27 days or less before departure | 100% |

4. Exchange rates quoted for this programme are based on the exchange rates published by Reuters on 05 November 2006 of \$1.90 = £1. We reserve the right to make changes to and correct errors in advertised prices at any time before our holiday is confirmed. We will advise you of any error of which we are aware and then of the applicable price at the time of booking. We will not impose any surcharges on the price of tour arrangements less than 30 days before departure, and if surcharges become necessary before that, we will absorb an amount up to the first 2% (excluding insurance premiums and any amendment charges) of any surcharges that apply. Surcharges may be imposed to cover increases 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 or airports, or the exchange rates applied to the particular package. Where a surcharge is payable, there will be an administration fee of £1 per person together with an amount to cover agents commission.

If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 10 days of the date of the invoice.

5. If we have to alter your tour before departure, any change will be either major or minor. Where a change is a minor change, we will if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined below.

When a change is a major change (and a major change is an alteration to your outward or return flight time by more than 12 hours), we will advise you as soon as reasonably possible. You will then have the choice of accepting the change, taking an alternative holiday (and where this is of a lower price we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay you compensation on the scale shown below (on the assumption that the full balance has been paid). If we have to cancel your holiday before the date of departure, you will have the choice of taking an

alternative holiday (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of the monies paid. In addition, in appropriate cases, and where such cancellation is not due to underbooking or force majeure as defined below, we will pay you compensation on the following scale.

| Period before departure day within which major change/cancellation is notified | Compensation per person |
|--|-------------------------|
| More than 56 days | Nil |
| 56-43 days | £10 |
| 42-29 days | £15 |
| 28-15 days | £20 |
| 14-0 days | £30 |

6. Underbooking is the situation in which the minimum number of bookings required to run a tour is not met, and if we have to cancel a tour for this reason, we will not do so less than 30 days prior to departure. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, even with the exercise of all due care, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure and a pro rata refund for the cost of the remainder of your holiday. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account the circumstances.

7. We reserve the right to change any of the prices, service or other particulars contained in this brochure at any time before we enter into contract with you. If there is any change, we will notify you before we enter into such contract.

8. If you have special requests, you should inform us of such requests prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.

9. Families Worldwide is not an ordinary travel operator. The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of the company. The final decision on the itinerary and conduct of any tour will be taken by us in the interests of the group/or clients as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

10. At all times the decision of our tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of the countries visited. Should you fail to do so then you may be ordered to leave the tour without recourse to any refund and without any legal claim against the company.

11. It is essential that all passengers are covered by insurance before setting out on holiday. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. This policy must include a minimum cover of £2,000,000 for medical and repatriation expenses. When obtaining travel insurance from a source other than Wildlife Worldwide Ltd, you must ensure that the insurer is aware of the type of travel to be undertaken.

12. If we accept a request to transfer you from one tour to another you will be liable for any costs imposed on us by our suppliers for the cancellation of your original trip. We also reserve the right to charge an administration fee of 10% of the value of the first tour booked.

13. You acknowledge that the nature of travel is adventurous and that as such tours may involve a significant amount of personal risk. These include, injury, disease, loss or damage to property, inconvenience, discomfort.

14. (i). Where you do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us in the UK 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 be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers such as from 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 airlines actions) will be deducted from any sum paid to you as compensation by us.

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

(iii). We accept liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of the failure in 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 own fault, or the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due 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, our liability and/or the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. Copies of which are available on request.

(v). It should be noted that our acceptance of liability in notes (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. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in clause 15.

15. If you have any complaint whilst on holiday you must immediately inform your tour leader or our company representative who will do his/her best to remedy it. If he or she is unable to do so, we must request that you make the complaint known to us in writing within 28 days of your holiday's scheduled return to the UK and we will do our best to reach a settlement with you.

16. You must be in possession of a valid passport and all visas, permits and certificates, including medical certificates required for the whole of the journey and the client accepts responsibility for obtaining the same. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith.

17. By signing our booking form, you are agreeing to accept all the above conditions, and we agree to operate your holiday in the way stated in the brochure. Your contract with us and any matters arising from it shall be exclusively subject to English law and to the exclusive jurisdiction of the Courts of England and Wales.

Thank you

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Our apologies for any omissions.