

BOOKING CONDITIONS 2010

Please ensure that you **read** these booking conditions **carefully** as trips booked with Kudu Travel Limited are subject to the following:

BOOKING AND PAYING FOR YOUR TRIP

A provisional booking may be made by phone, fax or email and will be confirmed upon the receipt of a completed and signed booking form and the required deposit. If we are unable to confirm your booking, naturally your deposit will be returned in full or transferred to another trip at your request.

The balance of payment is due 60 days before the trip commences. If you are booking within this period full payment is necessary for securing your space on the trip. Reservations made within one month of the start of the trip are subject to availability of accommodation and may incur an administrative charge of £30. Kudu Travel Limited reserves the right to cancel any booking for which the full payment is not received 60 days before the trip commences, and to use the deposit to cover cancellation charges. Once we confirm your booking and issue an invoice a contract exists between you and Kudu Travel Limited.

IF YOU WISH TO CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to change to another trip in the 2010 brochure, please notify us in writing and we will do our best to accommodate your request (subject to availability). The following charges will be levied:

60+ days before departure	£30
31- 59 days before departure	50% of the originally booked trip price
15- 30 days before departure	70% of the originally booked trip price
0 – 14 days before departure	100% of the originally booked trip price

IF WE MAKE CHANGES TO THE TRIP

Occasionally minor changes may become necessary and we will of course advise you at the earliest possible date. When a major change occurs (i.e. change in standard of accommodation), you will have the choice of either accepting the change of arrangements, transferring your booking to another available space on a trip in the 2010 brochure, or cancelling your holiday and receiving a full refund. In all cases (except force majeure) compensation of £30 will be paid to you.

Examples of force majeure are war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions.

Kudu Travel will endeavour to do everything

possible to ensure smooth-running tours, but please be ready with your sense of humour and tolerance when travelling in exotic and remote areas. Electricity and/or water supplies may occasionally be erratic, travel arrangements can be disrupted and standards of driving, vehicle maintenance and health and safety regulations are not set by Brussels. Very occasionally, it may be necessary to alter the published itinerary and the tour leader's decision is at all times final.

IF YOU CANCEL YOUR BOOKING

In the event that you, or any member of your party on whose behalf you have signed the booking form, has to cancel their booking, the reservation may be transferred to another person (provided it is more than 30 days before the departure date of the trip and subject to completion of a new booking form and payment of a £25 administrative charge).

In all other circumstances the following charges are applicable (calculated on the day on which WRITTEN notification is received in our office) :

More than 60 days before departure	deposit only
31 – 59 days before departure	60% of total price
15 – 30 days before departure	75% of total price
0 – 14 days before departure	100% of total price

We strongly recommend that you take out insurance against irrecoverable cancellation costs at the time of paying your deposit.

We are unable to make refunds for any unused parts of your holiday (accommodation, transport etc.)

IF WE HAVE TO CANCEL YOUR TRIP

Firstly, we will offer you an alternative trip (and if this costs less, refund you the difference). Secondly, if this is not acceptable, we will refund your deposit and any other money paid to Kudu Travel Limited for this trip. Thirdly, we will pay you compensation of £25 for any inconvenience caused if the cancellation is made within 60 days of the date of the departure unless :

- insufficient numbers book onto the trip (minimum 4). We shall inform you in writing if this is the case 6 weeks before the departure date
- in the event of force majeure

THE PRICE OF YOUR TRIP

We will not increase the price of your trip within 30 days of the date of departure. Prior to that period we reserve the right to impose a surcharge in the event of government action or currency exchange fluctuations although we will absorb a

sum equal to 2% of the trip cost. You will be charged any sum in excess of 2% but if the surcharge is more than 10% of the total trip cost you may cancel the booking within 14 days of the date printed on the surcharge notification. The published trip prices are based on currency rates published in the Financial Times on 9th November 2009.

INSURANCE

It is essential, and a condition of booking, that you protect yourself with a suitable travel insurance policy as soon as you book a trip. If you are a UK resident, we can help you to arrange travel insurance (details are available from our office or website).

PASSPORT, VISA AND HEALTH REQUIREMENTS

All participants are responsible for, and must be in possession of, a full passport valid for 6 months beyond the conclusion of the trip. Additionally you must obtain any visas and vaccination certificates necessary for the trip. We will send you details of these requirements with the full trip itineraries.

HEALTH

We accept your booking on the understanding that you are normally in good health and that the physical demands of a walking trip are within your capacity. Please ask us about the level of activity on any particular trip if you are in doubt. We reserve the right to request a doctor's certificate stating that it is safe for you to participate in your selected trip.

IF YOU HAVE ANY COMPLAINTS

Please inform the trip guides immediately if you are unsatisfied with some aspect of your holiday and they will do their best to remedy matters. If they cannot, please put your complaint in writing at the time and send it to Kudu Travel within 30 days of the end of the trip.

GUEST BEHAVIOUR

We reserve the right to decline to accept, or retain as a guest (client) anyone unable or unwilling to behave in a manner conducive to the satisfactory running of the trip and the enjoyment of the other trip participants, or whose conduct may prejudice the reputation of Kudu Travel with our suppliers or hotel owners. We shall be under no liability for any costs incurred by such a guest as a result of our so doing.

JOINING ARRANGEMENTS

Should you fail to meet the rest of the party at the appointed time at the designated meeting point,

you will be responsible for any additional expenses incurred by you to meet up with the group.

LIMITATION OF LIABILITY

Kudu Travel takes all reasonable steps to ensure that the suppliers of services provided on trips are of an acceptable standard. We accept responsibility for any proven negligent acts or omissions of our employees, agents and suppliers, other than those mentioned below, in respect of claims arising as a result of your bodily injury or death.

However, liability is only accepted if you can prove such negligence. No liability can be accepted for negligent acts or omissions of air, road, rail & sea carriers, or providers of hotel accommodation, whose responsibilities are governed by international conventions such as the Warsaw Convention 1929 (amended by the Hague Protocol 1955), the Berne Convention 1961, the Paris Convention 1962, the Geneva Convention 1973 and the Athens Convention 1974.

We cannot accept any liability for loss, damage or expense where it is your own fault, or due to the actions of someone unconnected with your holiday arrangements, or due to unusual or unforeseeable circumstances or events which neither Kudu Travel, our employees, agents or suppliers could have anticipated or avoided, even with the exercise of all due care.

This agreement is governed by English law and subject to the jurisdiction of the English courts.

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Kudu Travel Limited

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