

# Coast Break Holidays Africa Booking Terms & Conditions

## Legal

This Web site is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, rules and notices contained herein. Your use of this Web site constitutes your agreement to all such terms, conditions, rules and notices. If you do not agree to these terms, conditions, rules and notices, you may not use this Web site and you must exit this Web site immediately.

## Booking Terms & Conditions

The holidays featured on this website are operated by Coast Break Holidays Africa 'the Company' of 2nd Avenue Nyali, Mombasa, which is registered in Kenya under Business Number BN-5XCZR5G. The following conditions, together with the relevant information set out on this website, will form part of your contract with the Company. Please read them carefully before you book.

### 1. Booking Your Holiday

Our aim is to provide the right experience to suit your requirements. You can call us on +254712918589 or email: sales@tomasiholidaysafari.com and we will tailor make an itinerary for you and provide you with a price per person. In order to maintain our customer services standards and to assist with the on-going training of our staff we may record or monitor our telephone conversations or emails with you.

To secure your booking, you should complete the Coast Break Holidays Africa Booking Form (see above options), and send it to the Company. If you are booking within 45 days of service start date, then full payment is required. Payment can be made by Swift Transfer (TT) in favour of Coast Break Holidays Africa or by most major credit cards. If for any reason we do not accept your booking, your deposit will be returned.

Many airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

Special Requests, such as diet, room location, twin or double bedded room, a particular facility or flight seat which are an important factor in the choice of holiday, should be indicated on the Booking Form or made in writing. We will pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline once your tickets have been issued. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any Special Request is not met. 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.

On receipt of your booking form, and the subsequent required deposit, we will book your arrangements and issue a Confirmation Invoice. A contract will come into existence on the date on which we issue a Confirmation Invoice. When you make a booking you are confirming that you are at least 18 years of age and that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party. All contracts with Coast Break Holidays Africa are subject to these booking conditions.

It is important for you to check the details on the Confirmation Invoice as soon as you get it. In the event of any discrepancy please contact us immediately. If you arrange your holiday direct with the Company all correspondence and other communications will be sent to the address of the first person named on the Booking Form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

If your booking is made through a travel agent, the Company will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for the Company until such monies are forwarded to the Company.

The balance is due 60 days before departure. If it is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit.

## 2. Amendments & Cancellation

### (a) Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be in writing, signed by the signatory of the Booking Form. If it is possible to make the amendment, it will be subject to an amendment charge of USD 30 per booking, together with all communication charges or other expenses incurred by the Company as a result of the change. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. 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. Please note that save for the transfer of a booking (see below), it will not be possible to make changes within 28 days of your departure date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2(b) below will apply dependent upon the conditions imposed by our suppliers. If you are unavoidably prevented from taking your holiday, by reason of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer your booking to a person acceptable to the Company (but it should be noted that some suppliers, including airlines consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service), provided that:

- (i) if you request a transfer in writing, you must allow reasonable time for the changes to be communicated to, and accepted by, the supplier.
- (ii) your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from the company, full detail, of the person who will replace you, any balance due for the booking and the appropriate administration fee (see below).
- (iii) your replacement agrees to be bound by these booking conditions. The administration fee will be USD 100 per person. You, as transferor of the holiday, and the transferee shall be jointly and severally liable to the Company for payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your holiday charges. Please note that airlines in particular sometimes charge a 100% cancellation fee and the cost of a new ticket.

### (b) Cancellation by you

All cancellations must be advised in writing, signed by the signatory of the Booking Form and sent to the Company via email [sales@tomasiholidaysafrica.com](mailto:sales@tomasiholidaysafrica.com) or by postal service to P. O. Box 99190 - 80107 Mombasa Kenya. Cancellations are effective on the day they are received by the Company. Recorded delivery is strongly recommended. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation. Written Advice of Cancellation Received

- Cancellations received between the date of booking and 60 days prior to arrival will result in the loss of the deposit.
- Cancellations received 59 - 31 days prior to arrival will be subject to a cancellation charge of 50% of the tour price.
- Cancellations received 30 - 0 days prior to arrival will be subject to a cancellation charge of 100% of the tour price.

We strongly recommend that you secure adequate travel insurance, which should in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees, at the time of booking.

(c) Many airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

(d) Special Requests, such as diet, room location, twin or double bedded room, a particular facility or flight seat which are an important factor in the choice of holiday, should be indicated on the Booking Form or made in writing. We will pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline once your tickets have been issued. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any Special Request is not met. 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.

(e) On receipt of your booking form, and the subsequent applicable deposit, we will book your arrangements and issue a Confirmation Invoice. A contract will come into existence on the date on which we issue a Confirmation Invoice. When you make a booking you are confirming that you are at least 18 years of age and that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party. All contracts with Coast Break Holidays Africa are subject to these booking conditions.

(f) It is important for you to check the details on the Confirmation Invoice as soon as you get it. In the event of any discrepancy please contact us immediately. If you arrange your holiday direct with the Company all correspondence and other communications will be sent to the address of the first person named on the Booking Form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

(g) If your booking is made through a travel agent, the Company will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for the Company until such monies are forwarded to the Company.

(h) The balance, if any, is due 30 days before departure. If it is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit.

#### (c) Re-booking following a cancellation

Should you wish to cancel a holiday and re-book an alternative this will be subject to the cancellation terms within these booking conditions. Coast Break Holidays Africa may use their absolute discretion however to transfer some or all of any monies already paid by you to the alternative booking. If the alternative booking requires a greater deposit than has already been paid then the balance between what is required as a deposit and any deposits already paid becomes due.

#### (d) Accuracy of information

We check the information which we provide about our holidays very carefully. However, tours, safaris, trips, visits, excursions or cruise 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 endeavour to advise you prior to your departure.

#### (e) Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our website are accurate at the time of publication. However, changes can occur, and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all holidays as advertised. 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. In very rare circumstances, the Company may have to modify a holiday before you depart. 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 practicable. A material change includes a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city), a change of destination or a change to a lower standard accommodation, and/or price. In the case of a material change before your departure we will provide you with three alternatives. You may accept the modification, you may change your booking to another available and comparable holiday, or you may cancel and receive a full and prompt refund. If you choose another holiday which is more expensive you must pay the difference, but if it is cheaper, the Company will make the appropriate refund. If you cancel and receive a full refund following a material change made for any reason other than force majeure or low bookings you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change.

Compensation when Notification of Change is sent

Days prior to Departure Date Per Person:

More than 42 days USD 20

29 - 42 days prior USD 30

15 - 28 days prior USD 40

0 - 14 days prior USD 50

Force majeure means unusual and unforeseeable circumstances beyond the Company's control or the control of our suppliers, the consequence of which neither the Company nor its suppliers could avoid even with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, epidemics or outbreaks of illness and level of water in rivers. 'Low bookings' means that an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form. If there is a minor change before you depart (that is, any change not included in the definition of a material change set out above), the Company will try to notify you, although it is not obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of force majeure) or, alternatively, you will be returned to your point of departure and the company will, where appropriate, pay compensation. No compensation is payable in the case of force majeure.

(f) Cancellation by the Company

We reserve the right in any circumstances to cancel your holiday for any reason. However, we will not cancel your hotel arrangement less than 45 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If you fail to pay the balance of the holiday price at least 45 days before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out in clause 2(b). If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full and prompt refund of all monies paid. In addition, unless the cancellation has been caused by force majeure or low bookings, the Company will pay you compensation as set out in clause 2(e).

### **3. Coast Break Holidays Africa Price Policy**

(a) All prices are based upon exchange rates to the USD as prevailing at the time of booking.

(b) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

(c) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking and prices may go up or down.

(d) Fuel prices are volatile and many airlines are charging fuel supplements, often at short notice. The price of your travel arrangements can be varied due to changes in transportation costs such as fuel including the cost of fuel, dues, taxes, fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, exchange rates, scheduled airfares and any other airline costs changes which are part of the contract between airlines (and their agents) and the tour operators, meaning that the price of your travel arrangements may change after you have booked. Government actions such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation may also vary the price after you have booked. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. You will be charged for the amount over and above the 2% increase. If you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. The Company will also pay compensation as set out in clause 2(e) above.

(e) Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at that time. To qualify for this benefit you should return the Confirmation Invoice to the Company with full payment to reach the Company within 7 days of the date when the Confirmation Invoice was first posted to you.

(f) The financial commitments offered by the Company mean that the Company is not able to reduce holiday prices should the value of the USD strengthen.

#### **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.

(b) The descriptions, information and opinions given in our brochures or on the website by the Company in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of printing. The Company accepts liability for any loss you may suffer if due to fault on our part, or that of our agents or suppliers, any part of the holiday arrangements you book with the Company before your departure is not as described in our brochure, on our website, or itinerary or not of a reasonable standard. The Company limits its liability in respect of these claims to a maximum of three times the holiday cost. Subject to the conditions set out below, The Company also accepts liability if you or any member of your party suffers death or personal injury as a direct result of these holiday arrangements failing to be as described and of a reasonable standard. However, these acceptances of liability do not apply if there has been no fault on the part of the Company or its servants, agents, or suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services which make up your holiday, or to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by the Company or its servants, agents or suppliers even with the exercise of all due care. They are also conditional upon you following the procedures for notification of complaints set out in clause 11, and upon you assigning to the Company any right you may have against any other person whose acts or omissions have given rise to the Company's liability.

(c) The Company's liability to compensate you and the amount of such compensation is subject to the following limitations. First, in the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the holiday cost and the extent to which the enjoyment of your holiday can be said to have been affected. Second, if any failure in your holiday arrangements relates to, or if you or any member in your party is killed, injured or becomes ill during or as a result of, carriage by aircraft, ship, train or coach forming part of the holiday arrangements booked with us before your departure from the UK, our liability to pay compensation and/or the amount of compensation we will pay is limited in accordance with the liability of the carrier under any international convention which governs such services. International Conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; and in respect of carriage by road the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained in the case of death or bodily injury caused by an accident which takes place onboard the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You should also 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 international conventions.

(d) 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.

(e) If we make any payment to you or any member of your party for death, personal injury or illness, you must co-operate fully with us in seeking recovery of any payment we make.

(f) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Coast Break Holidays 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. We strongly recommend you 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. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (c) above.

(g) If you suffer death, injury or illness during your holiday arising out of an activity which does not form part of the inclusive arrangements booked with the Company, the Company will offer assistance where appropriate and in its sole discretion. This assistance must be requested within 90 days of your misadventure and will be limited to general advice and/or assistance with legal fees up to USD5,000 per Booking Form, such contributions to be repaid to the Company out of any judgment or insurance payment you subsequently obtain.

## **5. Your Responsibilities**

(a) Before making a booking, we advise you to check advice issued by the Foreign & Commonwealth Office on your preferred destination by accessing the website: [www.fco.gov.uk/en/travelling-and-living-overseas](http://www.fco.gov.uk/en/travelling-and-living-overseas) or by calling the Foreign Office Travel Advice Unit on 0845 850 2829. If the Foreign Office advises that people should not visit a particular country, we will act on this advice. US residents who are planning a holiday with us should be aware that the US State Department issues a travel warning when, based on all relevant information, it determines that Americans should avoid travel to or within a certain nation. The State Department maintains a list of nations under a travel warning on its website at: [http://travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html). American travellers are advised to check this before making a booking.

(b) In the event of active Foreign Office Travel or US State Department Travel advice and warnings against travel to a specific destination or location(s) of a trip, should the traveller still choose to travel, notwithstanding such travel advisory or warning, the traveller assumes all risks of loss, personal injury, death or property damage from any event that may arise out of or associated with the travel advice or warnings given. The Company strongly recommends you do not travel against Foreign Office Travel or US State Department Travel advice and warnings as they are given for your safety and security.

(c) It is important that you check the details on your Confirmation Invoice when you receive it. In the event of any discrepancy, you should contact the Company or your travel agent.

(d) General information concerning passport, visa and health requirements applicable to UK Citizens is set out in our literature. However, such requirements are subject to change and you must check current requirements before departure. You will need a full 10 year passport to travel which is valid for 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, please click here to visit Visa Central. You should also contact your medical advisor or a specialist vaccination centre 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 obtain all documents required for your holiday, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. 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, or any other failure to meet passport, visa or immigration requirements.

(e) Approximately 7 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 Confirmation Invoice.

(f) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

(g) Most people go on holiday for rest and relaxation, so if in our reasonable opinion or that of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.

(h) 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. Our staff will be available to help you in such instances.

(i) You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and you authorise the Company to automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.

## **6. Insurance**

It is strongly recommended that you and all members of your party have comprehensive travel insurance cover and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organised 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. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you whilst on holiday.

## **7. Airlines & Other Suppliers**

(a) As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the suppliers' liability. (Copies are available on request - please allow 28 days). Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports, and will also be available from your airline. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday cost from the Company. Your rights to compensation from the Company is set out in clause 2(e). If your airline does not acknowledge your rights, you should complain to the Air Transport Users' Council on [www.auc.org.uk](http://www.auc.org.uk).

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of transport are estimates only and cannot be guaranteed.

(c) 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.

(d) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel equipment otherwise offered free.

## **8. Data Protection Act**

(a) In order to process your booking and to 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, 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 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 however, 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/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. Please note that where information is also held by your travel agent, this is subject to your agents own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this please contact the Company during normal working hours. (We make a small charge for providing this to you).

(b) The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory and business requirements this information will be securely deleted as soon as it is no longer required. However, it is necessary for the Company to retain your debit/credit card details for a reasonable period of time after the conclusion of your holiday, and you consent to such retention, in the event that any costs referred to in clause 5(i) above are incurred and you fail to settle these directly with the supplier, in order that the Company can debit your card for the relevant amount. This will be reviewed on a regular basis to ensure that the information is not kept longer than is strictly necessary for the purposes set out above.

## **9. 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. Coast Break Holidays 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. 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.

## **10. If You Have A Problem**

If you are unhappy with any aspect of the Company's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative (or, if none, to the Company) and to the management of the hotel or other supplier whose services are involved. 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 the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

## **11. Governing Law**

This contract and any matters arising from it are governed by the laws of the Republic of Kenya and are subject to the jurisdiction of the Courts of the Republic of Kenya.

## **12. Descriptions**

Every effort is made to ensure that the details, description and prices contained in company literature are correct, based on inspections, and information passed to the Company by its suppliers. However changes do occur, sometimes at short notice and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

## **13. Pricing Policy**

The prices shown in company literature are per person in USD (unless otherwise shown) based on two people sharing.\* (If we are quoting a price for a tailor made holiday, the total price quoted will include all known price increases and decreases and any special offers that we are making at that time):



## What Your Holiday Price Includes

1. Normal Local Flight Baggage Restrictions - Some of our arrangements utilise local domestic airlines and charter flights operating small aircraft with restrictions on baggage allowance. Full details will be supplied with your itinerary.
2. Transportation Between Airports & Hotels - Round-trip transport by private or shared vehicle, boat or charter aircraft between airports and hotels.
3. Accommodation - In rooms with private facilities (shower and/or bath) inclusive of hotel service charges and local taxes.
4. Meals - "Full Board" indicates breakfast, lunch and dinner; "Half Board" is breakfast and dinner. "Breakfast" includes full breakfast unless otherwise indicated.
5. Sightseeing - As detailed in each itinerary on a private guide basis (shared in most camps, lodges and cruise programmes). Entrance fees to national parks and game reserves are included where applicable.

## Your Holiday Price Does Not Include

1. Passport or Visa costs, Porterage & Holiday Insurance
2. Airport Departure Taxes - Where these are levied and payable locally by the client.
3. Sightseeing Tours - Except where specified in the itinerary.
4. Personal Expenditure - On such items as drinks, laundry, room service, telephone calls etc., and any related tax and service charge.
5. Gratuities - Discretionary gratuities to drivers, guides, hotel or boat staff etc.
6. Any Government levies or taxes introduced **AFTER** the confirmation of your booking.

Please note durations shown for single centre holidays are based on the number of hotel nights booked excluding overnight flights. If you are travelling alone additional supplements over the above single room supplements apply.

Please visit our site: [TOMASI Holidays Africa](http://www.tomasiholidaysafrica.com)

You can contact us via email: [sales@tomasiholidaysafrica.com](mailto:sales@tomasiholidaysafrica.com) or

Phone: +254712918589

To view the most up-to date Booking Terms & Conditions, follow link below:

<http://www.tomasiholidaysafrica.com/holidays-booking-terms-conditions.php>

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Warmest Regards

*Tom Njiri*

General Manager – Coast Break Holidays Africa