



BUSANGA
Safaris

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FAUNA QUEST – WILDLIFE JOURNEYS

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BUSANGA SAFARIS TERMS & CONDITIONS

Draft with numbered sections for easier reference

We want to take this opportunity to inform you about the financial protection available for your holiday.

Over the last twenty Five years, Busanga Safaris has experienced steady growth in the number of clients traveling on safari. The demand for flight-inclusive packages has also grown with this increase in guests. Busanga Safaris has access to international and regional airlines and can arrange competitively priced flights as part of your safari with us.

Busanga Safaris is an ATOL member. ATOL is a financial protection scheme for holidaymakers. If an ATOL tour operator fails, the ATOL scheme ensures our customers traveling on air travel-inclusive packages do not lose the money paid or are not stranded abroad in the unlikely event of Busanga Safaris' failure.

Click the following link to watch a video about the benefits of booking with Busanga Safaris, an ATOL bonded safari tour operator. [Pack With Peace Of Mind](#)

1. INSURANCE

- (a) It is a condition of booking that all travellers have suitable and comprehensive travel insurance in place from the date the booking is confirmed and for the full duration of the trip, including the period before departure and after travel where cancellation, curtailment or other travel-related losses may arise.
- (b) It is the client's responsibility to make sure that their insurance is right for the trip booked and includes cover, where relevant, for cancellation, curtailment, travel delay or disruption, medical expenses, emergency evacuation, repatriation, personal accident, baggage and personal belongings, supplier failure where available, and any activities, destinations or arrangements forming part of the trip.
- (c) Clients must also ensure that their insurers are made aware of any relevant medical conditions, ages, activities or other material facts, and that all policy terms and requirements are met.
- (d) If a client chooses not to take out suitable travel insurance, or if a claim is refused because the policy is not suitable or its terms have not been followed, Busanga Safaris will not be responsible for any loss, cost or expense which would otherwise normally have been covered by that insurance.
- (e) Nothing in this clause removes or reduces any rights a client may have where Busanga Safaris is legally responsible under applicable travel law.

2. FLIGHTS

- (a) Busanga Safaris is an ATOL-bonded tour operator and can arrange flights to coincide with your international, regional, and domestic travel plans. Customers are welcome to book their international flights directly with their preferred carrier. We will gladly advise which flights fit best with your safari plans.
- (b) Where flights are booked directly by the client with an airline or other travel provider, the contract for those flights will be between the client and that provider and will be subject to that provider's own terms and conditions, including its cancellation and change policies.
- (c) We are always happy to offer as much assistance as is required to enable the client to complete the purchase of airline tickets.

3. FLIGHT-INCLUSIVE SAFARIS

- (a) All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay, you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels, and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate, go to: www.caa.co.uk.
- (b) ATOL protection does not apply to all holiday and travel services listed on this website. This brochure shows you the protection that applies to each holiday and travel service offered. This website will provide information on the protection that applies to each holiday offered before you make your booking. Bookings will only be protected if you receive an ATOL Certificate. If you receive an ATOL Certificate but all the parts of your trip are not listed, those parts will not be ATOL protected. For more information about financial protection and the ATOL Certificate, go to www.caa.co.uk.
- (c) When you buy an ATOL-protected flight or flight-inclusive package from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means, and who to contact if things go wrong. Where an ATOL holder produces a receipt for money paid by a consumer, the ATOL holder must identify which part of that money is protected by ATOL and which, if any, is not.
- (d) AST1.7A states that: "We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier can do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations, and you agree to pay any outstanding amount you will pay under your contract to that alternative ATOL holder. However, you also agree that in some cases, it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to claim under the ATOL scheme (or your credit card issuer where applicable)."
- (e) If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer, where applicable). You also agree that any such claims may be re-assigned to another body if that other body has paid the sums you have claimed under the ATOL scheme.

4. PAYMENT

- (a) A deposit of 30% of the value of the ground package element only for your safari will be required upon receipt of your booking confirmation. The balance (70%) will be due in full 40 days before departure or, in the event of a short time between booking and departure, full payment may be required with booking confirmation.
- (b) If flights, permits, specialist accommodation or other services are subject to stricter payment terms, earlier payment or full payment may be required, and this will be confirmed to you at the time of booking.
- (c) Payments should be made to Busanga Safaris Ltd in the manner stated on the invoice.

5. PAYMENT MADE USING CREDIT OR DEBIT CARDS

- (a) Payments made using credit or debit cards will incur service fees of 4% of the cost of the invoice, depending on the card issuer's terms.

6. CANCELLATIONS BY YOU

- (a) If the customer is unable to undertake the safari, cancellations will be subject to the following conditions, which are calculated as a percentage of the cost of the safari and which the client will forfeit in the event of cancelling:
 - (b) More than 90 days before departure = 30%
 - (c) Between 90 and 30 days before departure = 50%
 - (d) Less than 30 days before departure = 100%
- (e) The cost of any flight booked directly with an airline will be subject to the terms and conditions of the airline carrier, and the contract for those flights will be with the airline.
- (f) If flights or other services arranged through Busanga Safaris are subject to separate airline, charter or supplier cancellation conditions, those specific conditions may also apply and will be advised at the time of booking.
- (g) Any claim for cancellation costs should be made through your travel insurer where your policy provides cover.

7. CANCELLATIONS BY US

- (a) In the very unlikely event that we have to cancel your safari before departure, or where a significant part of it cannot be provided as booked, we will contact you as soon as reasonably possible.
- (b) Where appropriate, we will offer a suitable alternative if one is available. If no suitable alternative is available, or if you are entitled under applicable law to decline it, we will refund the sums paid to us for the part of the booking affected. International flights booked directly by the client with an airline or other provider are not included in any refund by Busanga Safaris unless they formed part of the booking arranged and paid for through us.
- (c) No further compensation will be given for indirect or consequential losses, or for costs not forming part of the booking, except where such liability cannot be excluded under applicable law.
- (d) Where cancellation or change arises from circumstances outside our reasonable control, including safety-related decisions made by us or by relevant suppliers, authorities or carriers, Busanga Safaris will not be liable to pay compensation beyond any rights to refund, alternative arrangements or other remedies that apply under the relevant travel laws.

8. PRICES

- (a) Our prices, as outlined on our website and in printed information packs, are based on a per person basis unless clearly stated otherwise.

9. RATES INCLUDE

- (a) Accommodation, domestic ground transfers, and game viewing activities, including bush walks, game drives and most activities, but these can vary depending on the particular camp or lodge and will be provided as described in your itinerary information.

10. RATES EXCLUDE

- (a) International airfares, unless part of the safari package.
- (b) Travel insurance.
- (c) Visa country entry charges, if applicable.
- (d) Bills incurred whilst staying at the lodges and hotels described on our website for any items not included in terms of your booking, such as items of a personal nature, and any other sundry items or meals not described in your summary.

11. EXCHANGE RATE FLUCTUATIONS

- (a) Busanga Safaris quotes prices in USD. In the event of an unforeseen exchange rate fluctuation on the due date of your invoice, which affects the gross cost of your safari when paid in GBP Sterling or Euros by more than 2%, we reserve the right to revise the price of any safari in line with the exchange rate at that time.

12. CHANGE OF PLAN BY YOU

- (a) We do not charge to alter any part of your safari; however, we cannot guarantee that we can or will be able to make changes, as they will be subject to the availability of accommodation and transport. Changes which cause a change in cost will be charged to you. We will, however, endeavour to help you.

13. CHANGE OF PLAN BY US

- (a) Before you set out, we reserve the right to change your itinerary, which we will discuss with you. If a minor change is required, we will let you know as soon as reasonably possible.
- (b) If, before departure, we are required to make a significant change to a main characteristic of the booking, we will inform you as soon as reasonably possible and, where appropriate, offer you the choice of accepting the change, accepting a suitable alternative where available, or receiving a refund in accordance with applicable law.
- (c) We also arrange escorted safaris and, where due to unforeseen circumstances a named guide or tour leader is not available, we will provide a suitable alternative.

14. OUR RESPONSIBILITY

- (a) Where Busanga Safaris sells a package holiday as organiser, we accept responsibility for the proper performance of the travel services included in the package, subject to these Terms and Conditions and applicable law.
- (b) Where Busanga Safaris acts only as agent for a disclosed third-party supplier, the contract for the relevant travel service will be between the client and that supplier, and that supplier's own terms and conditions and liability provisions will apply.
- (c) Where a supplier cancels, changes or fails to provide a travel service, Busanga Safaris will provide such assistance, alternative arrangements, refunds or other remedies as are required by the nature of the booking and by applicable law. Any recovery we may seek from the supplier will not affect any rights you may have against us where we are legally responsible as organiser.