

## Bookings Terms and Conditions

Welcome to Afia Tours. Please read the following booking terms carefully. Payment of deposit or payment in full certify that you understand and agree to all terms and conditions.

Your contract is with Afia Tours Company Limited, Registered Company No. CS077752017 referred to as "The Company" or "We" whose registered office is 19 Sixteen Street, Achimota Kingsby, Accra, Ghana. References to "The Client", "You" or "Your" in these conditions mean the person or persons included on the tour program to who these booking conditions apply. The "Tour Program" consists of your travel itinerary and the services booked with Afia Tours. These services are including, but not limited to, surface transportation, guiding, excursions, and accommodations.

### Article 1. The completion of the travel contract and payment of fees

- 1.1. A deposit of 20% of the total cost of your travel program is required to confirm your booking. In some circumstances we may ask for a deposit of more than 20%, depending on the type of travel program and we will notify you of this at the time of booking. Complete payment is required 30 days prior to departure. For travel programs booked less than 30 days before departure, complete payment is required immediately. If you fail to make full payment of the trip 30 days prior to departure, we will reserve the right to cancel the travel program and keep the deposit. Hereby, the destination, departure date and duration of travel shall be known, and all requested information of you shall be given to us.
- 1.2. The duration of the trip specified in the tour program does not include days for the inbound and outbound journeys due to the fact that we do not offer flight travel.
- 1.3. Within three (3) weeks of the deposit being paid, you shall receive confirmation by us, whereby the travel contract shall be made definite and shall be officially recognized in our planning

### Article 2. Travel fees

- 2.1. Travel fees are based on the prices and conditions which were confirmed during the preparation of your tour program.
- 2.2. Should any change in prices exchange rate or taxes occur, we reserve the right to amend the fare. We agree to notify you as soon as possible, but no later than 10 days before departure, about the fare increase. Should the fare increase rise to above 10 percent of the total cost of the travel program, you may reserve the right to cancel the trip up to 8 days before departure without charge.

### Article 3. Cancellation by the client

If You wish to cancel Your holiday, the person who did the booking must notify us immediately in writing. Cancellation is effective from the date of receipt of Your notification. Where You cancel 30 days or more before departure date, we will refund your deposit less any costs we might have had until that point. Where cancellation is made less than 30 days before the departure date, the cancellation charges that will apply are as follows:

- 30 days or less before departure date – Loss of deposit

If the third parties, including domestic flight companies or accommodations, calculate further cancellation charges, then we will also charge those additional third party costs to you. The Company strongly recommends that You take out an insurance policy to cover cancellation charges at the time of booking.

### Article 4. Cancellation by the company

- 4.1. We have the right to change the tour program, partially or wholly, or to cancel the tour program when necessary in the face of, including, but not limited to, natural disasters, political conflicts, mechanical failure, unstable weather conditions, etc. In that case, we will try to find a suitable alternative or, if no solution can be found, refund the money received thus far.
- 4.2. If facts or circumstances should made known to us, after confirmation of the tours program, raising doubts or concerns about your mental and/or physical condition, we have the right, with reason, to cancel the travel contract completely. In this case, any money received for the travel program shall be fully refunded.
- 4.3. In case the aforementioned paragraphs 5.1. and 5.2., we are not liable for costs incurred by you including, but not limited to, via fees, insurance, vaccinations, etc.

## **Article 5. The duties of the client**

5.1. If there are relevant personal circumstances including, but not limited to, illness, disability, allergies, drug use, overall condition, etc., which may affect the trip, this shall be reported by you upon booking the trip.

5.2. You are expected to participate with a positive attitude during the trip. If the quality of the journey is negatively affected through your behaviour, then the tour leader, acting as our representative, shall be free to exclude you from further trip participation. If your exclusion should incur additional expense(s), all extra and resulting costs shall be paid by you.

5.3. Travel insurance and medical precautions are essential and must be put in place by you at the time of booking. We do not give specific advice on these matters and individual circumstances differ, therefore you will need to make sure that the travel insurance and medical precautions that you put in place are suitable for your needs. You are responsible for ensuring you have adequate medical and travel insurance in place before beginning your tour program and we strongly encourage travellers to purchase travel insurance, including coverage of trip cancellation and an emergency assistance clause. If you are intending to engage in any activity that could be considered hazardous in any way, you should check your insurance carefully to make sure that you will be covered in the case of any accident. You should also make sure that you have sufficient coverage for activities you anticipate taking part in on your trip.

5.4. You must be in possession of a valid travel visa and passport upon arrival, which is still valid for a minimum of six months from arrival. Proof of yellow fever vaccination is mandatory for obtaining a visa and/or returning from West Africa. Should you not be able to provide proof of the fully required documentation, the trip will be cancelled and there will be no refund of the travel fees.

## **Article 6. The obligations and liability of the company**

6.1. The contract will consist of an agreed tour program, together with these booking conditions. Payment of deposit or payment in full certifies that you have read and agree to these booking conditions and that you are acknowledging your acceptance of these booking conditions. We shall always do its utmost to provide the services to the best of its ability. We organise, promote, and sell tour programs consisting of certain travel services, including but not limited to, surface transportation, excursions, and accommodations which we purchase or reserve from various suppliers. We will use our best endeavours to make sure that the suppliers we use are suitable for the proposed tour program. We will be responsible to you for failure or inadequate provision of the travel services booked as part of your trip. This shall be assessed by the use, customs and limitations of the destination of the trip, as well as by the nature of the trip. By utilising the travel services of the suppliers, you agree that neither we nor any of our representatives shall be liable for any accident, injury, costs, property damage or personal loss to you or those traveling with you in connection with any accommodations, transportation or other travel services where this caused by your acts or omissions (or those of your party), or resulting directly or indirectly from any occurrences or conditions beyond our control, including but not limited to, acts of terrorism, war, defects in vehicles, breakdown of equipment, strikes, theft, delay or cancellation of or changes in tour program or schedules.

6.2. Furthermore, we and our suppliers assume no responsibility for:

- Damage due to circumstances not attributable to gross negligence or wilful misconduct of us, or by law or in the prevailing social which cannot be reasonably attributed to us
- Theft, loss or damage to property
- Travellers in possession of substances or goods which are prohibited under European law or under that of the host country.
- Those participating in breaching laws and customs of the country where one travel
- Obvious errors in the travel program
- Damage which is covered by travel and/or cancellation insurance
- Expenses incurred by you in preparing for the trip (e.g. non-refundable advance purchase air tickets, visa fees, equipment, medical expenses, etc.).
- In the instance that we are deemed liable for damages suffered by you for loss of enjoyment, or for damages you may suffer during the course of his/her business or profession, the damage is never more than twice the total travel fees.

## **Article 7. Complaints about the travel execution**

7.1. Any complaints about the execution of any part of the travel agreement must, as soon as possible, be directly brought to our attention or the travel agent acting on our behalf, so that the cause of the complaint can be either submitted to us and/or resolved by the travel agent where the tour was booked.

7.2. If a complaint is not immediately possible, or if a complaint is not satisfactorily resolved, it must be submitted two weeks after your return, in writing and with details, to us. Within one month after receipt of a written complaint, a response to the complaint will be sent to you in writing.