



booking conditions

These Terms and Conditions govern the relationship between you and On The Go Tours, trading as Go Travelling Ltd (hereinafter referred to as the "Company" or "On The Go Tours"). By booking a trip, you agree to be bound by these Terms and Conditions which outline, among other things, our cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

Your Contract with On The Go: To secure a booking with On The Go (the "Company") or its agent requires a completed and signed booking form together with a non-refundable deposit of either \$300 per person, 25% of the total cost for all tours/customized vacations totalling more than \$2000, 30% of the total cost for all African Lodge Safaris, \$600 per person for tours in Nepal, OR full payment for travel within 56 days. Clients booking by telephone, facsimile, web or e-mail will be deemed to have read and accepted the Booking Conditions set out below. THEREFORE, PLEASE READ THEM CAREFULLY. A booking is accepted and becomes legally binding only from the date when the Company has confirmed its acceptance in writing and issued a confirmation invoice. It is at this point that a contract between the Company and you (the "Client") comes into existence. The Contract is between the Company and the Client, being all persons named on the booking form travelling or intending to travel with the Company. The person signing the booking form (which incorporates these conditions) warrants that he/she has full authority to do so on behalf of all persons whose names appear on the booking form (the "Party"), and confirms that all such persons are fully aware of and accept these conditions. However, for the avoidance of doubt, that person's signature confirms his or her responsibility for all payment due in respect of all persons within the Party. No agent or employee of the Company other than a director has the authority to vary or omit any of these conditions or promise any discount or refund.

Payment for your holiday: The balance of all monies due, including any surcharges applicable at that time, must be paid to the Company or your agent not later than 56 days before departure. The Company will not accept responsibility for any monies sent by post. The Company reserves the right to pass on any charges relating to returned cheques and credit card charge backs. Payment can be made by debit cards and all major credit cards. The Company reserves the right to charge 5% of the total of all monies due in relation to payments made by credit card. In accordance with mail order regulations, all documents will be posted to the billing address of the credit/debit cardholder and not the address of the passenger (unless they are one and the same). The Company will not be responsible for documents mislaid or lost in the postal system. Documents can be sent by registered post or courier but will be subject to an additional fee. In the case of non-payment of the balance by the due date, the Company will treat the booking as cancelled by the Client and reserves the right to charge the Client a cancellation charge in accordance with the scale set out in paragraph 5 (below). Monies paid to an agent acting on behalf of the Company, for tours operated by the Company, are held by the agent on behalf of the Company.

Changes by the client: Any changes to the original booking (for example, hotel, passenger names but not departure dates (see below) must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of \$50 per booking in addition to any further costs that the Company may incur. Whilst every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed. A change of departure date must be requested in writing by the person signing the booking form and must be accompanied by an administration fee of \$50, unless the request is within 56 days of departure in which case cancellation fees will be applied as detailed in paragraph 5 (below). To reiterate, these charges are in addition to any further charges made by our appointed agent/suppliers, whereby you would incur charges levied by this third party.

Substitution of client: If any number of the Party is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given at least 56 days prior to departure. A "suitable person" is one who has completed the booking form and fit to travel form, presented travel insurance and obtained approval to travel from the Company. An administration fee of \$100 will be charged plus any additional costs that are imposed on the Company. Airlines may impose 100% cancellation charges and the cost of a new ticket. Cancellation by the Client: The Client may cancel the booking at any time provided that the cancellation is communicated to the Company in writing. Cancellation charges will be applied as shown below calculated from the day when written notice is received by the Company. The more notice that the Company receives, the less the Company will charge the Client. However, in addition to the charges shown below air tickets also incur cancellation charges as detailed below.

Period before departure	Cancellation Charge
Airline tickets	100% of total airline ticket
56 days or more	Forfeit of deposit
55 - 14 days	75% of total cost (or deposit, whichever is the greater amount)
13 - day of travel	100% of total cost

In addition to the above cancellation charges, the full insurance premium is also payable in the event of a cancellation by the Client. If the reason for cancellation is covered by the Client's travel insurance policy, the Client may be able to reclaim these charges.

Changes by On The Go: The Company's aim is to operate all tours as advertised but by entering into the Contract the Client accepts that it may prove necessary or advisable to vary or modify a tour itinerary or its contents due to prevailing local conditions or any other reason. The Company reserves the right at any time to cancel or change any of the facilities, services or prices described in the brochure (including transportation costs, fuel costs, dues, taxes, fees such as landing taxes or embarkation/disembarkation fees at ports/airports and exchange rates) and to substitute to substitute alternative arrangements of comparable monetary value without compensation to the Client and accepts no liability to the Client whatsoever for loss of enjoyment as a result of these changes. Where a major change is made the Client will have the choice of either: (i) accepting another tour of equivalent or superior standard; or (ii) a choice of specified travel arrangements of a lower standard to those previously booked together with a refund of the difference in price; or (iii) cancelling the tour and obtaining a full refund. The definition of "major change" is a change that is reasonably required but will depend on the individual tour and circumstances.'

Examples of minor changes include alteration of the Client's outward/return flights by less than 12 hours, changes to aircraft type and a change of accommodation to another commensurate to the standard as advertised within the brochure, for the specific tour as confirmed by the client.

Provided that the major change is because of "Force Majeure" or "Low Bookings" (see below) compensation will be limited to \$80 per person travelling. "Force Majeure" includes war, threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, closures or congestion at airports or ports, or other similar events beyond the control of the Company. "Low Bookings" is where the minimum number of passengers to run a tour and make it viable, as set out in the Company's brochures, is not achieved. Please note that the prices detailed in this brochure may be subject to change, for reasons beyond the control of the Company.

Cancellation by On The Go: The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 42 days before departure, except for Force Majeure, Low Bookings or the Client's failure to pay the final balance. Unless the Client fails to pay the final balance, the Company will, upon cancellation, return all monies paid excluding payment for travel insurance or offer an alternative tour of comparable standard. No compensation will be paid to the Client if cancellation is because of Force Majeure or Low Bookings.

Surcharges: The Company reserves the right to increase the tour cost to take account of the following: government action, currency exchange rates, transportation costs (including the cost of fuel), overlying charges, airport charges, local taxes and increase in scheduled air fares. If the surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums & amendment charges, the Company must notify the Client as quickly as possible in order to enable him to take appropriate decisions, and the Client may then cancel the booking within 7 days of being notified of the surcharge and obtain a full refund. If the client decides to cancel, the Company will consider an appropriate refund of insurance premiums paid if the Client can show that he is unable to transfer or re-use his policy. Should he decide to cancel for this reason, he must exercise his right to do so within 14 days from the issue date printed on his final invoice. No surcharge will be imposed within 30 days of departure.

Travel insurance: The Client MUST take out suitable travel insurance in order to take part in a tour organised by the Company. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. The Company is able to assist the Client in obtaining a suitable insurance policy. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. Clients should satisfy themselves that any travel insurance arranged through On The Go is what they require and should arrange supplementary insurance if need be.

Passports, visas and vaccinations: Clients must ensure that they are aware of all relevant passport and visa requirements and that they allow adequate time to obtain them. Please note that many countries require that passports are valid for six months beyond the period of the Client's stay. Requirements can change and it is the Client's responsibility to ensure that they comply with current passport, visa and health requirements and take all necessary documents with them to gain access

to any country or region which forms part of the tour. The Client will be solely responsible for any cost, loss or damage which the or the Company incurs as a result of a failure to obtain all necessary passports, visas and/or vaccinations.

Behaviour: It is the Client's responsibility to ensure that he and the members of his Party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on the Client's behalf, in which case the Company's responsibility to the Client ceases immediately. Therefore, the Company will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Further, the Client will be liable to reimburse the Company for any expenses whatsoever that it incurs as a result of such behaviour.

Age, fitness and participation: All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the Company's brochures. No unaccompanied minors (i.e. those under 18 years of age) can be accepted on tours operated by the Company, however children of 16 or more may travel provided that they are accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to the ultimate discretion of the Company. Clients agree to accept the authority and decisions of the Company's employees, tour leaders, and agents whilst on tour with the Company. If in the opinion of such person, the health or conduct of a Client before or after the departure appears likely to endanger the safe, comfortable or happy progress of the tour, the Client may be excluded from all or part of the tour, in which case all monies paid will be forfeited and the Company will not be liable to pay any compensation whatsoever to such Client.

Local laws: All participants in tours operated by the Company are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve the Company of all obligations that it may otherwise have under the Contract.

Illness or disability: Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the tour. Failure to make such disclosure will constitute a breach of these Booking Conditions and may result in such persons being excluded from the tour in which case all monies paid will be forfeited and the Company will not be liable to pay any compensation whatsoever. If the chosen tour includes a cruise or excursion or transfer by boat of any sort the Client must make it known at the time of booking if he/she is unable to swim. This will not prevent the Client from participating in the tour but will enable the Company to take additional precautions for the Client's safety at such times as may be appropriate.

Complaints: If the Client has a complaint about any of the tour arrangements, the Client must bring it to the attention of the tour leader or other representative of the Company at the time so that they may use their reasonable endeavours to rectify the situation. Failure to complain at the time will affect the Client's ability to claim compensation from the Company. Should the problem remain unresolved a complaint must be made in writing to the Company within a reasonable period of not more than (we suggest 3 months) after the completion of the tour. Should the parties fail to resolve the matter, either party may refer it to arbitration scheme of the Chartered Institute of Arbitrators recommended by ABTA (the Association of British Travel Agents) at 68 - 71 Newman Street, London W1P 4AH, Tel 00 44 20 7637 2444 (UK).'

Air carriers: In accordance with EU Directive (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a "community list" which contains details of air carriers that are subject to an operating ban within the EU community. The community list is available for inspection at: http://ec.europa.eu/transport/air-ban/pdf/list_en.pdf

On The Go's responsibilities: The tours operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal "package" holidays. All bookings are accepted on the understanding that the Client appreciates such risks and hazards and that they undertake all tours at their own volition. If a Client participates in an activity not included as part of a tour operated by the Company, the Client (i) accepts all responsibility for taking part in such an activity, (ii) accepts that no further services will be provided by the company and (iii) indemnifies the Company against any and all claims related to such an activity. Where the Client suffers death, personal injury or any other loss whatsoever as a result of an activity forming part of the tour arrangements booked with the Company, the Company shall only accept responsibility if the death, personal injury or loss was caused by the negligent acts and/or omissions of the Company's employees, officers, agents, suppliers or sub-contractors. For the avoidance of doubt, the Company shall not be liable for such death, personal injury or any other loss suffered whatsoever if there has been no fault on the part of the Company or its partners, or if the cause was the fault of the Client (including without limiting the generality of the foregoing the Client's participation in any activity/option not specifically detailed as included on the tour or operated directly by the Company) or due to the actions of someone unconnected with the tour arrangements or due to circumstances which neither the Company nor its partners could have reasonably anticipated or avoided. The Company's acceptance of liability to pay compensation pursuant to this paragraph 16 is limited, in the case of air travel, rail travel, sea travel or hotel accommodation, to the amounts set out in the provisions of, respectively, the Warsaw Convention 1929 (as amended by the Hague Protocol 1955), the Berne Convention 1961, the Geneva Convention 1973, the Athens Convention 1974 and the Paris Convention 1962. The Company's acceptance of liability under this paragraph 16 is subject to assignment by the Client to the Company of the Client's rights against any agent, partner or sub-contractor of the Company which is in any way responsible for the unsatisfactory holiday arrangements or the Client's death or personal injury.

Special requests: If the Client has any special requests, he should inform the Company at the time of booking. The Company and its suppliers will try to meet such requests but, as these do not form part of the Contract, the Company does not guarantee to do so, including for pre-bookable seats. If the Company confirms that a special request has been noted or passed to the supplier or refers to it on the confirmation invoice or elsewhere, this is not a guarantee to meet it. The Client will not be specifically notified if a special request cannot be met. The Company does not accept bookings which are conditional on the fulfilment of any special request.

Flights: Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airline concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/arrival time previously given to the Client or shown on the Client's ticket. The Company is not responsible for any losses suffered if the Client is delayed and misses any flights - these matters are in the sole discretion of the airline concerned.

Departure taxes: It is not always possible to include all departure taxes on the Client's ticket. In some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

Credit card purchases at destination: Some of the items featured in our brochure, for example additional accommodation and bolt ons, can be purchased locally, subject to availability. Whilst the item will be billed in equivalent local currency, prevailing and fluctuating exchange rates combined with a merchant fee (if paying via credit card) may contribute towards an increase in the eventual amount shown on your card statement. No refund of the difference will be offered by us.

Privacy policy: In order to process your booking, On The Go need to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information.

We must pass some information on to the relevant suppliers of your travel arrangements (airlines, hotels, transport companies etc.). Such suppliers may be outside continental Europe if your holiday is to take place or involve suppliers outside these countries. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Except where expressly permitted by the Data Protection Act 1998, On The Go will only deal with the personal details you give to On The Go as set out above unless you agree otherwise. We may make contact with you or members of your holiday party by post, e-mail, or telephone for the purposes set out. We will also use your information to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future then please let us know as soon as possible by telephone, letter or e-mail us at info@onthegotours.com. If we do contact you by e-mail about our new brochures or special offers, you will also be able to unsubscribe yourself from our database at this time.

Images: Hotel images featured in our brochures are used for illustration purposes only. Your specific hotel (where hotel accommodation is included as part of your chosen tour) may differ from the representation provided. Clients agree that any images taken of their likeness whilst a participant on our tours by On The Go or through the supply of image(s) by fellow clients can be used in any form of On The Go media.

Entire agreement: The Contract constituted by the Company's acceptance of the Client's booking subject to these Booking Conditions shall constitute the entire agreement between the Client and the Company in relation to the relevant booking, and shall exclude all other terms and conditions (except for the relevant suppliers' conditions and any applicable international conventions) and shall supersede all prior or contemporaneous communication or information provided.

Governing law: The Contract (incorporating these Booking Conditions) and all matters arising from it, is subject to English Law and the exclusive jurisdiction of the English Courts.

Your financial security: On The Go is a member of ABTA Reg. W4479 (Association of British Travel Agents) and is fully bonded for the Client's financial protection no matter where in the world the tour is booked.

"On The Go" is the trading name of Go Travelling Limited a private limited company incorporated in England and Wales with Company Registration No. 03890079.

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