



## **General Travel Conditions Urban Africans**

### **Article 1**

#### **Booking**

1.1 A tour can be booked in writing or by telephone. After you have registered by telephone it is necessary to then register in writing by completing a booking form within five days of requesting a booking by telephone. A written confirmation of the booking will be sent to you by the travel organisation within 5 working days of receipt of this booking form.

1.2 The offering of services by the travel organisation is without obligation. The offer may, in some cases, be revoked upon acceptance, or immediately thereafter.

1.3 The travel organisation has an obligation to arrange the tour in accordance with the published travel program. Mistakes in the detailed travel description that may occur in error do not obligate the travel organisation and are subject to correction.

### **Article 2**

#### **Payment**

2.1 The traveller agrees to make the payment on time in accordance with the terms of the booking.

#### Terms of Payment

At the time of booking a deposit of 25% of the total sum with a minimum of € 250 per person is required.

Eight weeks (56 days) before departure the remainder of the total fee must be paid in full and credited to one of Urban African's accounts.

2.2 In the event of a late payment Urban African reserves the right to cancel the booking. Cancellation will only occur after a reminder has been given. In this case the stipulations in Article 4 "Cancellation by the traveller" are applicable.

2.3 However, if the traveller can demonstrate that the aforementioned periods have been exceeded beyond his or her control, the regulations in paragraph 2.2 will not apply.

### **Article 3**

#### **Costs**

3.1 The cost of the published group travel package is based on prices, rates, taxes and government levies that applied when the program was published on the website <http://www.urbanaficans.com/travel/>. If facts or circumstances arise in the meantime that justify raising these costs, they will be attributable to the traveller.



3.2 The travel organisation reserves the right to adjust published prices if there are exchange rates that exceed more than 10%. This will always be stated explicitly. An increase of more than 10% of the costs entitles the traveller to a free cancellation.

3.3 The published costs of individual tours are always prices subject to change. Therefore, prior to the booking of an individual tour, an up-to-date price is always made by the travel company. The tour may be booked for the travel fee quoted.

3.4 The administration fee is € 15 and will be added to the invoice.

#### **Article 4**

##### **Cancellation by the traveller**

4.1 Cancellation must be done in writing.

4.2 In the event of a cancellation, each traveller owes the following amounts:

Up to 56 days before departure: 25% of the total cost with a minimum of € 250 per person is required.

From 56 to 28 days before departure: 50% of the total cost is required.

A cancellation made on and including the 28th day up to the 14th day before departure: 75% of the total cost is required.

A cancellation on and including the 14th day before the day of departure or even later: the total cost of the tour is required.

#### **Article 5**

##### **Cancellation by the Travel Organisation**

5.1 Should it be necessary due to unexpected circumstances or safety reasons; the travel organisation reserves the right to change the travel route or even cancel the entire tour. In this case an attempt will be made to find a suitable alternative or a direct refund of the received payment will be made.

5.2 If, after a booking has been confirmed there are circumstances or certain factors that contribute to disturbing doubts concerning the mental or physical condition of the traveller, the travel organisation is entitled to terminate the agreement without giving a reason. In this case the travel organisation has the obligation to refund the payment that has already been received from the traveller.

5.3 If a group tour does not reach the required minimum number of participants the tour will be cancelled no later than four weeks before departure. Urban Africans will then assist in finding you an alternative. If this does not suit you or is not necessary then the payment already received by us will be reimbursed to your account right away.



5.4 In the case of clause 5.2 and 5.3, the travel organisation is not liable for any costs already incurred by the traveller, such as visa costs, insurance premiums, etc., nor is it liable for any other costs made by the traveller that are linked to the journey.

## **Article 6**

### **Obligations of the Travel Organisation**

6.1 The travel organisation is obliged to properly meet the obligations stated in the travel agreement including upholding any reasonable expectations that have already been discussed with the traveller. In this regard an assessment is based on the local situation and the nature of the travel plans. The traveller is expected to familiarize himself/herself with any changes in advance.

6.2 The travel organisation is not liable for matters or instances that cannot reasonably be related to it. Any damages, abuse, physical assault and/or injuries are circumstances that should be covered by your travel insurance.

6.3 The travel organisation is liable for damage incurred by unsatisfactory travel conditions as well as damages that might prevent a traveller from continuing his profession or business. The compensation for any such circumstance will not exceed the cost of the total payment made.

6.4 The compensation claimable for physical injury sustained, other than covered by your travel insurance, is limited to the sum of the fee paid for the tour.

6.5 The travel organisation bears no responsibility whatsoever if the participant is unable to make the whole or part of the journey due to incomplete or incorrect documents. In that case no claim can be made for a refund of the travel fee.

## **Article 7**

### **Obligations of the Traveller**

7.1 A good physical and mental condition is required by every person on the tour. If there is any doubt about health issues the individual is expected to report this to the organisation before making a booking.

7.2 The traveller is expected to participate with a positive attitude on the journey as well as while traveling with the group and during all group events. If the quality of the tour is adversely affected by the behaviour of a traveller, the tour guide, or travel organisation, is at liberty to exclude the individual(s) from further participation in the tour. There will be no refund of payment in this regard. An assessment of such a situation is made by the travel organisation or the person representing the organisation and a decision will be taken accordingly. The traveller will also be held accountable for the financial burden that might result from the situation.

7.3 The traveller is obliged to take out a full insurance policy. The obligation of the travel organisation to provide assistance to a traveller in distress is severely impeded if the help required by emergency services is not covered by their travel insurance.



7.4 It is necessary to provide a valid travel document (passport) on time that must be valid for at least 6 months after returning home. If applying for a new travel document it is important that you take into account the dates specified in the itinerary in order to obtain the necessary visas for your journey.

## **Article 8**

### **The implementation of the tour**

8.1 Any valid complaints concerning the management of the tour that rise above the level of usual comments or remarks must be clearly and can be directly conveyed at all times to the person representing the travel organisation.

8.2 If a complaint is not satisfactorily resolved, the traveller can make the complaint in writing to the travel organisation which will be accepted up to two weeks after returning home. A written response will be received within one month of its receipt.

8.3 If the traveller feels that the complaint has not been settled satisfactorily and both parties cannot reasonably find a solution, the traveller may, if necessary, take legal action up to three months after conclusion of the tour.