

SAFARI BY THE BUCKETLUST BOOKING TERMS AND CONDITIONS

1. THE NATURE OF THESE TERMS

- 1.1. These are the terms and conditions (the “**Terms**”) under which we supply products and services to you, trading as Safari by The BucketLust (the “**Booking**”). These Terms, our privacy policy, our website terms of use, the general waiver and all other information we brought to your attention before we confirmed your Booking, form the basis of your contact with us.
- 1.2. Please read these Terms carefully before you make your Booking. These Terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem with your Booking and other important information.
- 1.3. We are The BucketLust Ltd (“**TBL**”), trading as Safari by The BucketLust, a company registered in England and Wales with company registration number is 10560332 and registered office at 10 London Mews, London, W2 1HY, United Kingdom.
- 1.4. References in these Terms to “you” and “your” include the person who has contracted with us in respect of a Booking either in their own right, on behalf of others, and any other person who is added to a Booking or to whom a Booking is transferred (each “**Guest**” and together the “**Guests**”). References to “our”, “us” and “we” are to TBL.

Package Travel and Linked Travel Arrangements Regulations 2018

- 1.5. Your Booking consists only of accommodation and associated ancillary services such as game drives and some events. You can choose to travel whilst staying in the Accommodation, however travel is ancillary to the accommodation and does not constitute the carriage of passengers, transport or a travel service in its own right. We may occasionally provide you with transport from the accommodation to an airport or to another accommodation, which are a minor transport arrangements provided as part of the accommodation and are, therefore, not a travel service in their own right. Therefore, your booking does not create a “package” as defined in the Package Travel and Linked Travel Arrangements Regulations 2018.

2. OUR CONTRACT WITH YOU

How to make and pay for a booking

- 2.1. You can find out information about our products, services, make an enquiry and make a Booking at thebucketlust.co.uk (the “**TBL Website**”).
- 2.2. Advertisements on the TBL Website constitute an invitation to treat in English law. When you make a Booking on the TBL Website you will be making an offer to us.
- 2.3. To make a Booking you must pay us the amount set out on the TBL Website for the specific product or service you want to book. This will typically be a deposit but may be the total price of your Booking under certain circumstances.
- 2.4. Payments for Bookings must be made on the TBL Website by credit or debit card.
- 2.5. It is a condition of your Booking that you:
 - 2.5.1. have read and agreed to these Terms; and
 - 2.5.2. consent to our use of personal data in accordance with our Privacy Policy.
- 2.6. If you do not comply with **clause 2.5**, we reserve the right to cancel the Booking immediately without refund.

How we accept your Booking

- 2.7. We will accept your Booking when we issue a booking confirmation to you by email, which will confirm your Booking and contain other important information (the “**Booking Confirmation**”). A binding contract will come into existence between you and us when we send the Booking Confirmation.
- 2.8. When you receive your Booking Confirmation, you must inform us immediately if you believe that any details are wrong because changes cannot be made later. It may harm your rights if we are not notified of any inaccuracies in any document we send you within 10 days of our sending it.

If we cannot accept your Booking

- 2.9. If we are unable to accept your Booking, we will inform you by email. This might be because the product or service is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the Booking. We reserve the right to return any payments you make to us and decline to issue a Booking Confirmation at our absolute discretion.

Our right to cancel shortly after Booking

- 2.10. We reserve the right to cancel any Booking with a refund of all monies paid to us under the Booking within five business days of it being made for any reason.

Supplier's terms

- 2.11. We act as an agent between you and our suppliers who provide many of the products and services we sell under your Booking (the "**Suppliers**"). Suppliers include, but are not limited to, the travel company which supplies the safari as part of your Booking (the "**Safari Supplier**"). Each Supplier has their own terms and conditions (the "**Supplier Terms**" in respect of all Suppliers, and specifically the "**Safari Supplier's Terms**" in respect of the Safari Supplier). Supplier Terms may limit or exclude liability on the part of the supplier and, by virtue of their application to your contract with us, these may limit or exclude our liability to you.
- 2.12. It is a condition of your booking that you agree to the all Supplier Terms that apply to your Booking. The Safari Supplier's Terms can be found at <https://www.andbeyond.com/notices/trading-terms/> or you may email us at info@thebucketlust.org and we can send you a copy.
- 2.13. It is a condition of your booking that you agree to the terms and conditions of residence set out at **Schedule 1**.

Transport costs

- 2.14. We will not be liable to you for any transport costs incurred in relation to your Booking. You are advised against making any transport related purchases until a period of five business after making your Booking has passed.

Errors

- 2.15. We exclude liability for any costs associated with errors in the Booking Confirmation and on the TBL Website that are not brought to our attention within five business days of the Booking being made. We reserve the right to correct any errors in the Booking Confirmation and on the TBL Website as soon as we become aware of them.

Safety

- 2.16. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of the Booking of any condition, medical or otherwise, that might affect your enjoyment of the Booking. This should include, but not be limited to, any special dietary requirements and reduced mobility issues.

Information

- 2.17. It is a condition of your Booking that you provide certain information that may be sent to governmental authorities, border control and security agencies for the purpose of security and counter terrorism. Such information is known as Passenger Name Records (PNR) or Advanced Passenger Information (APIS). The information you must provide will include your full name (as shown in your passport or travel document), gender, date of birth, travel document type, number, country of issue and expiry date.

Competence

- 2.18. By making the Booking you confirm that you are capable and competent to go on a safari and all of the activities and travel that this entails.

Prices

- 2.19. Prices we advertise are accurate at the date published, but we reserve the right to change them from time to time. Where an error leads to an incorrect price being displayed, we reserve the right to correct it (including after a Booking has been confirmed). Offers are not combinable unless expressly stated and may be

withdrawn at any time. All quotations are provisional until your Booking is confirmed by us.

3. PRICING AND PAYMENT PLANS

Total Price

- 3.1. The total price of your Booking (the “**Total Price**”) is advertised on the TBL Website for each product and service that we sell. We reserve the right to change the advertised Total Price and correct pricing errors before your Booking is confirmed.
- 3.2. The Total Price is subject at all times to changes arising from government action such as changes in VAT or any other government-imposed changes and changes in the exchange rates of currency. We reserve the right to pass on to you any such increases in the Total Price of your Booking.

Payment Plan

- 3.3. You will pay Total Price to us according to a payment plan of instalments and due dates that is set out on the Invoice (the “**Payment Plan**”). The Payment Plan divides the Total Price into three instalments as follows:
 - 3.3.1. **Deposit** - 50% of the Total Price must be paid to reserve the Booking;
 - 3.3.2. **Instalment 2** - 50% of the Total Price must be paid on or before the date indicated in the Payment Plan; and
- 3.4. Where the Payment Plan for your Booking advertised on the TBL Website differs from the Payment Plan at **clause 3.3**, the payment plan on the TBL Website will take precedence.

Pricing errors

- 3.5. We reserve the right to correct pricing errors within a margin of plus or minus 15% of the Total Price after a Booking has been confirmed. If we accept your Booking where a pricing error is greater than 15% of the Total Price, we can cancel your Booking and you will be refunded all amounts paid towards the Booking.

Payment currency

- 3.6. The currency of your Booking will be indicated on the Invoice. All payments made towards your Booking must be in this currency.

We can charge interest if you pay late

- 3.7. If you do not make payments in accordance with the Payment Plan, we may charge you interest on the overdue amount at a rate of 5% per year above the base lending rate of Barclays Bank plc. Interest shall accrue on a daily basis for each day your payment is late. You must pay us interest together with any overdue amount.

We can cancel your booking if you pay late

- 3.8. Failure to make the payments in accordance with the Payment Plan gives us the right to cancel your Booking.

It is your responsibility to check payment dates

- 3.9. It is your responsibility to ensure that payments are made in accordance with the Payment Plan. If you are unable to make payments under the Payment Plan, you must contact TBL by email at info@thebucketlust.org immediately to request a payment extension. If an extension is agreed, we will communicate this in writing by email.

What is included and not included in your Booking

- 3.10. Your Booking includes:
 - 3.10.1. accommodation for six nights;
 - 3.10.2. scheduled airport transfers;
 - 3.10.3. welcome party and orientation;
 - 3.10.4. all meals and a selection of drinks;

- 3.10.5. private bush dinner;
- 3.10.6. daily game drives; and
- 3.10.7. conservation fees
- 3.10.8. AMREF flying doctors' coverage

3.11. Your Booking does not include, amongst other things,:

- 3.11.1. transport costs to and from your Booking;
- 3.11.2. food and drink outside of that provided as meals under **clause 3.10.4**;
- 3.11.3. any activities provided by a Supplier and promoted by us during your Booking; and
- 3.11.4. health insurance and travel insurance.

4. ACCOMODATION

Accommodation may vary from images and details on our website and in our advertising documentation

- 4.1. Images and details (such as specifications, measurements, inventories and other data) on the TBL website and in our advertising documentation in respect of your accommodation are for illustrative purposes only and are intended to give you a reasonable idea of the layout and specifications. This information is provided by the Safari Supplier and we cannot guarantee that your Accommodation will match the exact images and details advertised on the TBL website.
- 4.2. If you believe that an image or detail of your Accommodation on the TBL Website or in our advertising documentation is misleading, please inform us as soon as possible so that steps can be taken to remedy this. You should also liaise directly with the Safari Supplier regarding any such discrepancy.

5. CHANGES TO YOUR BOOKING BY US

Changes to price

- 5.1. We can change the Total Price after you have made a Booking due to changes in the following costs associated with your Booking that we incur:
 - 5.1.1. fuel or other power sources;
 - 5.1.2. taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates;
 - 5.1.3. transport costs; and
 - 5.1.4. foreign exchange costs.

Minor changes other than to price

- 5.2. We may make minor changes to your Booking ("**Minor Changes**"). Minor Changes include, but are not limited to:
 - 5.2.1. changes to the itinerary of your Booking to implement minor technical adjustments and improvements, or due to bad weather; and
 - 5.2.2. changes to reflect alterations to relevant laws and regulatory requirements.

Major changes other than to price

- 5.3. We may make major changes to your Booking due to circumstances beyond our control ("**Major Changes**"). We will notify you of Major Changes as soon as reasonably practicable. Depending on the circumstances, you may have to pay an additional cost due to a Major Change.
- 5.4. Where we make a Major Change, you may:

- 5.4.1. accept the Major Change; or
 - 5.4.2. cancel your Booking and receive a credit note in the amount of all sums paid towards your Booking which will be valid to be used towards another booking with us starting within 12 months of you receiving the credit note.
- 5.5. You must notify us in writing to info@thebucketlust.org within five business days of receiving notification from us of the Major Change of your decision. If you do not notify us of your decision within five business days, you will be deemed to have accepted the Major Change.
- 5.6. We will not be liable for any expenses or losses you incur as a result of us making a Major Change.

Changes to the accommodation

- 5.7. After you make a Booking your accommodation may become unavailable. In this case, we reserve the right to offer you replacement accommodation of similar quality and type to the accommodation (the "**Replacement Accommodation**").
- 5.8. Where the Replacement Accommodation is of a better quality than the Accommodation, this will be classed as an upgrade. If you are upgraded, we reserve the right to later downgrade you to accommodation of a similar quality and price to the Accommodation.
- 5.9. Where the Replacement Accommodation is of a lesser quality than the Accommodation, we will refund you the difference in price.

6. CANCELLATION OF YOUR BOOKING BY US

When we may cancel your Booking

- 6.1. We reserve the right to cancel your Booking under any circumstances and at any time. Depending on the circumstances and whether you or we are at fault, you may be entitled to a credit note in the value of all sums paid to us in respect of a Booking (the "**Credit Note**"). Credit Notes will be valid for 48 months from the date of issue and can be applied against any booking offered by us.
- 6.2. If we cancel your Booking, we will notify you by email.

When you will not be entitled to a Credit Note

- 6.3. You will not be entitled to a Credit Note if we cancel your Booking when you are at fault because you breach these Terms, including but not limited to if:
- 6.3.1. you do not make a payment to us when it is due according to the Payment Plan;
 - 6.3.2. you do not provide us with information necessary for us to provide the Booking;
 - 6.3.3. you do not take out travel insurance (**clause 13**); or
 - 6.3.4. you re-sell your Booking without our consent (**clause 19.3**).

When you will be entitled to a Credit Note

- 6.4. If we cancel your Booking other than for a reason under **clause 6.3**, you will be entitled to a Credit Note in the sum of all monies we have received from you in respect of your Booking.

Refunds

- 6.5. We are unable to offer refunds in any circumstances when we cancel your booking under this **clause 6**. However, at our sole and absolute discretion we may refund you any monies you have paid to us and that we are able to recover from our Suppliers in respect of your Booking.

Compensation, expenses and costs

- 6.6. Where we cancel your Booking, we will not be liable to you for any compensation, expenses or losses that you incur as a result of our cancellation in any circumstances.

Unavoidable and extraordinary circumstances

- 6.7. We reserve the absolute right to change, postpone or cancel your Booking without refund or compensation due to unavoidable and extraordinary circumstances beyond our control the consequences of which could not have been avoided even if reasonable measures had been taken (“**Force Majeure**”).
- 6.8. Force Majeure includes, but is not limited to:
- 6.8.1. acts of God, flood, drought, earthquake, hurricane, tornado, tsunami or other natural disaster;
 - 6.8.2. epidemic, pandemic or illness;
 - 6.8.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 6.8.4. nuclear, chemical or biological contamination;
 - 6.8.5. any law or any action taken by a government or public authority, including without limitation travel restrictions, quarantines, or failing to grant a necessary licence or consent;
 - 6.8.6. collapse of buildings, fire, explosion or accident;
 - 6.8.7. any labour or trade dispute, strikes, industrial action or lockouts; and
 - 6.8.8. non-performance by Suppliers or subcontractors.
- 6.9. Notwithstanding **clause 6.7**, at our sole and absolute discretion, we may provide a refund or Credit Note in the amount of any monies you have paid to us where we are able to recover the same from our Suppliers.

7. CHANGES TO YOUR BOOKING BY YOU

Making changes to your Booking

- 7.1. If you would like to change any aspect of your Booking, you must inform us in writing by email info@thebucketlust.org. You will be responsible for any additional costs we incur in accommodating any changes.
- 7.2. We may not be able to cater to all changes you wish to make. All changes are subject to availability and will be made at our discretion.
- 7.3. Changes to the dates of your Booking will be treated as a cancellation under **clause 8**.

Change of Guest

- 7.4. If a Guest no longer wishes to participate in the Booking, we may agree to a substitute Guest being added to the Booking. Any Guest changes are subject to our written acceptance and you agree that both the outgoing and the incoming parties accept joint and several liability for the full payment of any sums outstanding against the Booking.
- 7.5. You agree that all substitute Guests added to your Booking have read and agreed to these Terms.

8. CANCELLATION OF YOUR BOOKING BY YOU

Cancelling your Booking

- 8.1. To cancel your Booking the you must notify us in writing to info@thebucketlust.org and provide your Booking reference number. We will cancel your Booking on receipt of such notification.

Cancellation fees

- 8.2. If you cancel your Booking where we are not at fault, a cancellation fee (calculated as a percentage of the Total Price) shall apply (the “**Cancellation Fee**”). The Cancellation fee will be calculated with reference to the date upon which your Booking is scheduled to start (the “**Booking Start Date**”). The Deposit is not refundable under any circumstances, unless we are able to recover the same from our Suppliers.

	Cancellation Date	Cancellation Fee
Band 1	After Booking until 51 days prior to the Booking Start Date	30%

Band 2	After Band 1 until 50 days prior to the Booking Start Date	100%
Band 4	After Band 3	100%

- 8.3.** Cancellations Fees are calculated to cover our costs in making your Booking, including cancellation fees that are imposed on us by our Suppliers as a result of your cancellation. Cancellation Dates are calculated to reflect advance arrangements we make in respect of your Booking due to the nature of our Events.

Supplier cancellation fees

- 8.4.** In addition to the Cancellation Fee, you will also be liable for any additional cancellation fees imposed on us in respect of your Booking by our Suppliers. We may use any monies you have paid to us to cover any such Supplier cancellation fees. We will take reasonable steps to make sure all Supplier cancellations fees are kept to a minimum and mitigated where possible.

9. EXCURSIONS AND ACTIVITIES NOT INCLUDED IN THE BOOKING

- 9.1.** Excursions and activities that you book or pay for whilst during your Booking are not part of your Booking. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

10. SUPPLIER CHECK-IN AND SUPPLIER CHECK-OUT

- 10.1.** It is a condition of your Booking you accept the Safari Supplier's Terms at check-in.
- 10.2.** We make no representation regarding the accommodation's safety or the safari's safety. All such representations may only be made by the Safari Supplier.

11. EVENT ITINERARY

- 11.1.** The Event itinerary comprised in the Booking may be affected by adverse weather conditions. For example, the circle raft, certain events and anchorages may not be viable or safe in adverse weather conditions. Whilst we try our utmost to ensure the event itinerary is followed as closely as possible, we cannot be held liable for deviations in the Event itinerary due to circumstances outside of our control.

12. PASSPORTS AND VISAS

- 12.1.** It is your responsibility to have valid travel documents to visit the country in which your Booking is performed. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.

13. TRAVEL INSURANCE

- 13.1.** We do not sell or organise travel insurance. You must buy suitable and comprehensive travel insurance before going on your Booking and this is a condition of your contract with us. You must ensure that your travel insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, personal liability, medical expenses and repatriation in the event of accident or illness, personal belongings and money, your stay in the accommodation and adventurous activities such as safaris. It is a condition of your Booking that you have such a policy in place for the duration of your Booking.
- 13.2.** We reserve the right to request to see a copy of your insurance policy and you must take a copy of your insurance policy with you on your Booking. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising in respect of which insurance cover would otherwise have been available.
- 13.3.** We accept no liability if you make a Booking without travel insurance in breach of this **clause 13**.
- 13.4.** You agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.
- 13.5.** In the event of your withdrawal from the Booking either before or after its commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

14. YOUR BEHAVIOUR AND RESPONSIBILITIES

- 14.1.** If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, during your Booking your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our Suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or is likely to cause a public nuisance or you do not follow the instructions or orders of the skipper, chef or any other TBL representative, we reserve the right to immediately cancel your Booking without paying you any refund whatsoever. This means, among other things:
- 14.1.1.** you may be required to leave your Accommodation (from this point onwards you will be solely responsible for making your own travel arrangements, and we will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and
 - 14.1.2.** we reserve the right to ban you from making future bookings with us.
- 14.2.** The nature of some of the activities you may choose to participate in during your Booking may involve a degree of personal risk. You accept these risks and accept that you are responsible for your own actions. In accepting these Terms, you accept full responsibility for any damage, loss or expense caused by you or any person named on your Booking.
- 14.3.** We acknowledge that you may wish to consume alcohol during your Booking. You must do so responsibly, and we accept no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.
- 14.4.** We operate a zero-tolerance drug policy. If you are found in possession of illegal substances, we reserve the right to cancel your Booking without refund. This means, among other things, that you could be made to leave the accommodation you have booked at any time during your Booking and that you could be banned from all TBL events in future. We reserve the right to inform the relevant law enforcement authorities at our absolute discretion.
- 14.5.** You are solely responsible for your personal possessions and property. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. We accept no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

15. OUR RESPONSIBILITIES

- 15.1.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for a breach of your legal rights.
- 15.2.** We will not be liable where any failure to perform under these Terms is due to:
- 15.2.1.** the acts and omissions of the person(s) affected;
 - 15.2.2.** the acts and omissions of a third party not connected with the provision of your Booking and which were unforeseeable or unavoidable;
 - 15.2.3.** unusual and unforeseeable circumstances beyond our control (for example, adverse weather conditions and congestion), the consequences of which could not have been avoided even if all due care had been exercised; or,
 - 15.2.4.** an unusual event which either we or the Supplier in question could not have foreseen or avoided even with all due care.
- 15.3.** Our liability in respect of your Booking is limited to the Total Price in all cases save for those excluded under **clause 15.2**. Any compensation received by you from Suppliers will be deducted from any sum paid to you as compensation by us. Our liability will be further limited in accordance with or in an identical manner to:
- 15.3.1.** The contractual terms of the companies that provide the travel services that make up your Booking. These terms are incorporated into this booking. Please contact us for copies; and
 - 15.3.2.** Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and

conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

- 15.4. We will not be liable for the compensation of any lost travel expenses or the reimbursement of any travel expenses.
- 15.5. You are obliged to assist us in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require to achieve such recovery of third-party compensation.
- 15.6. We are not responsible for organising additional activities and excursions that are not included in the Booking. Such activities and excursions do not form part of the Booking. We are not responsible for anything that happens (such as illness or injury) arising out of such activities and excursions and anything else that does not form part of the Booking.
- 15.7. Other than as is detailed in these Terms, we will have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your Booking.
- 15.8. We will take reasonable care to ensure that reputable suppliers provide the services that make up your Booking. Our Suppliers should follow local and national regulations and laws of the country in which they operate. You understand and agree that overseas safety standards or the standard of any component of your Booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home, in particular, in respect of air-conditioning, refrigeration, Wi-Fi and lavatories.
- 15.9. Our obligations, and those of our Suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on our part in the discharge of our duties and obligations under these Terms.
- 15.10. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation we will have to pay you will be limited in accordance with any relevant international conventions.

16. IMAGE COLLECTION

- 16.1. We may collect still and video images of you during the course of your Booking for advertising and promotional purposes. By booking through us, you agree that such images may be collected and used by us however we see fit, including the commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that we will retain ownership of all rights in connection with such images.
- 16.2. We reserve the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in **clause 16.1**. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by us to capture content for any authorised purpose, whether for commercial or personal use.
- 16.3. If you do not wish to be on camera or video this should be brought to the attention of us by emailing us at info@thebucketlust.org before the start of your Booking. This should include your name, contact details and booking number, stating that you do not wish to be photographed or videoed.
- 16.4. By booking through us, you agree that any still and video images you capture during the course of your Booking will be used for personal purposes only. Unless you obtain written permission from us in advance of your Booking, you agree and guarantee that you will not under any circumstances use any content captured under this clause for any commercial purposes whatsoever. This does not prevent you from using content captured under this clause for your own personal uses and across your personal social media channels only. Where you breach this **clause 16.4**, we reserve the right to enforce removal of this content.

17. DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

- 17.1. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. We cannot be held responsible if you fail to tell us about special needs/requirements that

may impact upon your holiday. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.

- 17.2.** If you have a medical condition, mobility problem or a disability which may affect your holiday, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.

18. DATA PROTECTION

- 18.1.** We will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, payment processing, customer services, customer profiling, analysing your purchasing preferences, and improving services. We may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data we hold about you, for which we may charge a small fee, and to correct any inaccuracies in your information.

- 18.2.** We maintain a Privacy Policy which may be viewed on TBL website. By booking through us you agree to the terms of our Privacy Policy.

19. OTHER IMPORTANT TERMS

We may transfer this agreement to someone else

- 19.1.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

- 19.2.** You may not transfer or assign any of your rights or obligations under these Terms without our prior written consent.

Reselling

- 19.3.** We do not permit the reselling of Bookings, and our products and services without our prior written consent. We do work with appoint sales representatives who are authorised to promote our products and services. If you believe your booking may have been resold in breach of these Terms, please contact us as soon as possible.

Nobody else has any rights under this contract

- 19.4.** This contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

If a court finds part of this contract illegal, the rest will continue in force

- 19.5.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

- 19.6.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you for payment, but we continue to provide the Booking, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings

- 19.7.** These Terms are governed exclusive by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to adjudicate on any dispute or claim that arises out of or in connection with these Terms, their subject matter or formation (including non-contractual disputes and claims).

SCHEDULE 1

TERMS AND CONDITIONS OF RESIDENCE

1. Words importing –
 - 1.1. Any one gender shall include the other two genders; and
 - 1.2. The singular shall include the plural and *vice versa*, and
 - 1.3. Natural persons include created entities (corporate and unincorporated) and the State and *vice versa*.
2. A guest by signing the indemnity card, warrants that he is duly authorised to sign and bind his principle principal, as well as each member of his accompanying party, to these terms and conditions of residence and, failing such authority, he agrees to be personally liable for all amounts arising from his residence at the lodge, as well as the residence of any member of this accompanying party
3. The guest and his principle principal agree to pay the lodge no later than the time of departure (unless prior written arrangements have been made with the lodge) the room rate as determined by the lodge for that lodge for the period of residence together with any food, beverage, any other commodity or service charged by the guest to his room, and all taxes incurred by the guest and his accompanying party during his stay in the lodge.
4. The guest acknowledges that the room rate may be subject to change without prior notice.
5. A certificate from the lodge management, whose authority need not be proved, shall constitute *prima facie* proof of the indebtedness of the guest and/or his principal and/or principal member/s of his accompanying party and of the particulars therein for all purposes including any action instituted by the lodge against the guest and/or members of his accompanying party
6. The guest acknowledges and accepts that the owner and/or the lodge management do not accept cheques in respect of any indebtedness, unless prior written arrangements have been made

INDEMNITY

I acknowledge that I am well acquainted and fully aware of and appreciate the real dangers and risks that are associated with game reserves and/or game lodges arising from the presence of wild and dangerous animals, reptiles birds and insects and the real risk of suffering bodily harm, injury, death and/or loss to property which may arise as result of an encounter with and/or the presence of wild animals and/or reptiles and/or birds whilst on the premises or property of the reserve/lodge.

I waive all claim or claims of whatsoever cause or nature howsoever arising against the owners of the reserve/ lodge, their associates, servants, employees and/or any person connected whether directly or indirectly with the running of the reserve/lodge and fellow guests/invitees which I might have arising out of harm, injury, death or loss suffered whilst on the premises or property of the reserve/lodge and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

I indemnify and hold harmless and free, the owners of the reserve/lodge, their associates, servants and employees and/or any person connected whether directly or indirectly with the running of the reserve/lodge and fellow guest/invitee from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, my common law wife, my life partner, my children, whether minor or adult, or relatives and/or persons accompanying me to the reserve/lodge whether as my invitee or otherwise or at all who suffer injury or loss whilst on the premises or the property of the reserve/lodge and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

In the event of injury the reserve/lodge may at its discretion and without prejudice and without admission of liability arrange and pay for emergency medical treatment for and on behalf of any guest.