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**With Love From Ghana Ltd Booking Terms & Conditions**

Please read carefully.

Akwaaba: Welcome to With Love From Ghana Ltd., where we provide cultural tours of Accra, Cape Coast & Kumasi.

Included: Airport transfers, accommodation, breakfast & lunch, bottled water with lunch, ground transportation, fuel charges, entry fees to sites, tour guides at sites & daily host.

Excluded: Flights to & from Ghana, additional tours or site visits, travel, all types of insurances, visas, vaccinations, immunisations, malaria therapy, gratuities, drinks, starters, desserts, WeTravel, credit card & all payment fees, taxis & personal expenses.

Your contract is by With Love From Ghana Ltd., referred to as “the Company, “Us” or “We”.

Reference to “You” or “Guest/s” in these conditions mean the person or persons included in our tour agenda to who these booking conditions apply.

Third-party sellers of services who operate in conjunction alongside With Love From Ghana Ltd. will be referred to as “Vendors”.

The “Tour Agenda” consists of your travel itinerary & amenities booked through With Love From Ghana Ltd. These amenities include, but are not limited to, surface transportation, excursions, meals & accommodations.

These Terms & Conditions apply to all “Guests” travelling in the company With Love From Ghana Ltd.

The best way to protect yourself from financial losses you may incur, because of unanticipated circumstances that may affect you e.g., injury, illness, loss of job etc; is purchasing travel insurance.

Flights

Flights are not included. You must book your own return flights. You are responsible for sending With Love From Ghana Ltd., correct flight information for airport transfers.

We regret we are not able to offer you any assistance in the event of delay at your outward or homeward point of departure. Depending on the circumstances, the airline may be required to pay you compensation &/or offer refreshments in the event of a significant delay or cancellation. However, we have no liability to make any such payments to you & you must pursue the airline concerned for payment which may be due.

Please remember it is your responsibility to ensure you arrive at the departure location & all costs associated with this are therefore your sole responsibility. This is even the case where we assist you in making any necessary additional arrangements where for example, your flight was delayed & you miss your pre-booked transfer with us.

Accommodation

We offer double & single occupancy accommodation. If you are a single, you must book single occupancy; unless you are travelling with a companion & are happy to share a double room. We will not match two single guests in double occupancy accommodations. If you incorrectly book double occupancy, you will be required to pay the difference in price of a single occupancy accommodation. Double occupancy is for two people.

Bookings

All bookings must be made via WeTravel, our third-party payment operators or our website: www.withlovefromghana.com

A deposit per person is required to confirm your booking. Full payment is required 30 days before departure. For tours booked less than 30 days before departure, full payment is due. If you do not make full payment 30 days before departure, we reserve the right to cancel your tour & retain your deposit. A deposit or full payment confirms that you understand & agree to all terms & conditions.

You are responsible for paying your WeTravel, credit card & other payment fees, which will be added at the checkout.

Once your booking form & deposit are received, your booking is confirmed. Contact us immediately by email at Hi@withlovefromghana.com, if any information is incorrect or incomplete.

Late Payment Fees

Late payment fees will be calculated at a rate of 2% per month on the total outstanding balance. A grace period of five days will be provided beyond the due date before the late payment fees commence. Late payment charges will accrue daily from the first day following the due date until the outstanding balance is settled in full. Payments received will be applied firstly towards any outstanding late payment fees, then towards the principal amount owed.

In case of a dispute regarding the late payment fees, customers are required to notify the company by email: Hi@withlovefromghana.com within five days of receiving the invoice. We reserve the right to waive late payment charges at its discretion under certain circumstances. These terms and conditions regarding late payment fees may be modified by the company at any time without prior notice. By engaging in business with the company, customers automatically agree to these terms & conditions regarding late payment fees.

Travel Fees

Travel fees are based on the prices & conditions which are confirmed during your tour agenda planning. It includes the cost of planning, the organisation & carrying out the tour, group equipment, accommodation, administration, supplies & staff, except for the following for which you must be responsible: vaccination fees, immunisations, travel insurance, cost of travel to & from the start/return point of your tour including international flights, cost of passport & visas, personal equipment & personal expenses while on the tour & any other expenses specifically excluded on the tour description &/or invoice.

If any changes occur in the exchange rate, taxes or prices, we reserve the right to amend the fare. If the amount of any increase in our costs exceeds 2% of the total cost of your tour, we will levy a surcharge. You will be notified immediately of this. If any surcharge is greater than 10 % of the total cost of your tour, you will be entitled to cancel your booking & receive a full refund of all monies paid to the Company or alternatively purchase another tour from us later.

Fees are based on double or single occupancy accommodations.

Passports

You must ensure that you have a valid passport with at least six months duration after your return date. All names on your travel documents & tickets must match the legal name in your passport. Please check https://www.ghanahighcommissionuk.com/ for more details. It is your responsibility to ensure you have the correct travel documentation within an appropriate timeframe before your departure.

Visas

You may require a Visa to visit Ghana. Please check https://www.ghanahighcommissionuk.com/ or the Ghana Embassy in your area, for more details. Many countries no longer require a Visa to visit Ghana. It is your responsibility to ensure you have the correct Visa within an appropriate timeframe before your departure. If you are unable to travel because you have failed to comply, you will not receive a refund of any monies paid.

Health

Vaccinations

You may be required to show proof of vaccinations to enter Ghana. Please check https://www.ghanahighcommissionuk.com/ or your local Ghana Embassy for the latest details on recommended/mandatory vaccinations or immunisations. It is your responsibility to ensure you have the correct vaccinations/immunisations before your departure, as failure to comply may result in you being denied boarding, government-imposed fines or entry denial. If you are unable to travel because you have failed to comply, you will receive a 50% refund.

General Health

Except as disclosed on your booking form, you are taken to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the tour & unaware of any reason why you may be unsuited to taking part or may be likely to suffer illness or injury during the tour, considering its purpose & challenges. If you are unable to give us this confirmation for any reason or have any medical condition or disability which may affect your tour, you must contact us before you submit your booking form so that we can assist you in considering the suitability of the tour for you.

If any information given on your booking form is shown to be materially incorrect, we reserve the right to cancel your booking or terminate your participation in the tour, depending on when you became aware of the true position. In this situation, cancellation charges set out as below will apply & we will not be responsible for any costs or expenses incurred as a result.

Medical Proxy

If you are unable to authorise your own medical care & treatment, you authorise With Love From Ghana Ltd. &/or our Vendors to authorise medical care & treatment on your behalf. You agree to hold harmless & relieve With Love From Ghana Ltd. &/or our Vendors from any liability for medical care authorised by us on your behalf. Any of our staff or Vendors who request or provide medical care on your behalf, may not have had first aid or formal training & may only be acting as a Good Samaritan.

Special Assistance

We will make reasonable adjustments to accommodate the needs of guests on our tours. If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant Vendor/s, we regret we cannot guarantee any request will be met. Failure to meet any special request/s will not be a breach of contract on our part.  Confirmation that a special request has been noted or passed on to the Vendor/s is not confirmation that the request will be met. Unless & until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

In cases where we cannot accommodate a guest’s special need for assistance, the guest must be accompanied by a companion who will be responsible for providing independent assistance accordingly. We are unable to provide special assistance to guests who require assistance with daily activities, such as walking, boarding vehicles, dining etc. In no instance will With Love From Ghana Ltd. or any of our Vendors assist guests on or off vehicles or with physical lifting.

Safety

Your well-being & safety are of paramount concern to us. Listen to instructions carefully & follow as requested. Tours & travel may be unsafe at times e.g., accidents in remote areas with limited medical facilities, attacks or bites by insects & animals, epidemics or crime. We recommend that you exercise caution when taking part in tour activities, especially those involving hiking, high altitudes & rough terrains.

If any guests have mobility issues, we will not be held liable for any activities that are missed as a result. Guest participation may be refused by With Love From Ghana Ltd. or any of our Vendors, if their physical condition or health status, in our opinion declares them unfit.  We will only have a basic first aid kit if you require additional safety items, please bring them with you & ensure they are in good working order.

Insurance

With Love From Ghana Ltd. recommend that you purchase travel, cancellation, medical, emergency assistance protection & luggage insurance etc., to cover your tour once booked. If you decide to travel without adequate insurance, you will be personally liable for any financial losses associated with your travel plans.

We are unable to offer specific advice & suggest you have adequate cover for your tour. If you are anticipating or engaging in any activity/ies that could be deemed hazardous, we encourage to ensure your insurance policy covers such activities in case of an accident.

Cancellations

If you wish to cancel your tour, you must notify us immediately by email at Hi@withlovefromghana.com. Cancellation fees are per person & is effective from the date the email is received.

Cancellations made 120+ days before departure will incur no loss of deposit. Cancellations between 90-119 days will result in the total loss of deposit. Cancellations between 60-89 days before departure will result in 50% trip payment. Any cancellations between 59 days & the tour departure will result in the total loss of all payments received.

If Vendors, e.g., accommodations & tour guides estimate further cancellation charges, then we will also charge those additional vendor costs to you. We strongly recommend that at the time of booking you purchase insurance to cover cancellation charges.

Company Cancellations & Replacements

The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter it at short notice because of circumstances or events outside our control e.g., road conditions, adverse weather or any of those amounting to force majeure (see below), or due to the operating conditions imposed by any of our Vendors, facilities & transport. Your itinerary will, however, be

the same in content as far as reasonably possible, unless circumstances beyond our control make this impossible.

With Love From Ghana Ltd. reserves the right to amend the itinerary with a similar activity or accommodation (including transportation or hotel) when deemed necessary or advisable, without compensation or refund to guests. In such cases, we will endeavour to substitute activities & accommodations with similar quality. You will be notified as soon as possible.

Should weather conditions involve you in extra costs such as accommodation, transportation & meals, these will be borne by mutual agreement between us.

Please note our tours require a minimum number of 8 guests to enable us to operate. If the minimum number of bookings required is not received, we are entitled to cancel it. We will notify you of cancellation for this reason no less than 30 days before departure & a full refund will be made.

If for any reason a tour is cancelled, our liability is limited to a full refund of monies received & we will not be liable for any other damages, costs or refunds of any kind for any loss, inconvenience, delay, expenses or disappointment in such situations.

If a tour has commenced & has to be cancelled or interrupted for any reason beyond our control, we will refund a percentage of the cost depending on our costs incurred.

If the proposed host is unable to attend the tour due to extenuating or unforeseen circumstances, we reserve the right to replace the host without any compensation or penalty.

Force Majeure

With Love From Ghana Ltd. or any of our Vendors do not assume responsibility for any property damage, personal injury, or any other loss, delay, accident, inconvenience, or anomaly which may occur beyond our absolute control. These include but are not limited to cancellations or delays which cause you to miss a part or all your tour, actual or threatened, war, terrorist activity, riot, civil unrest, industrial dispute, nuclear or natural disaster, pandemics, acts of God, epidemics, border closures, strikes, adverse weather conditions, fire & all similar events outside our control.

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature because of “force majeure”.

Guest Duties

If you decide not to join in any activity, activities or tours, no refunds will be made.

You must act in accordance with all reasonable instructions given to you. The tour guide or staff member may withdraw you from the tour at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety

or successful operation of the tour or wellbeing of any individual guest/s or any third party or if you break any law or regulation of any country where the tour takes place.

We expect all guests participating in group tours to hold each other in compassionate regard & to interact with each other with respect. If in reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or to any of our Vendors or third parties, or damage to property; we are entitled, without prior notice, to terminate your tour. No refunds will be issued if your booking is cancelled, or you are removed from the tour due to negligent or negative conduct concerns.

You accept responsibility for any damage or loss caused by you. Full payment for such damage or loss (reasonably estimated if not precisely known) must be made directly to any of our Vendors or third parties, or to us as soon as possible. If the actual cost of the damage or loss exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You must also be responsible for meeting any claims subsequently made against us & all costs incurred by us (including our own, other Vendors or third parties full legal costs) because of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

Company Obligations & Release of Liabilities

The contract will consist of an agreed tour agenda, together with the booking terms. Payment of a deposit or full payment certifies that you have read, accept & agree to these booking terms.

With Love From Ghana Ltd. offer retail travel services to guests, provided by independent & separate Vendors. We do not control, operate or provide the services of our Vendors & only act as agents in acquiring accommodations, transportation, tours & other services for the guests’ benefit.

In consideration for being allowed to participate in the tours & activities offered by With Love From Ghana Ltd, guests must agree to the following terms & conditions:

Assumption of Risk: I acknowledge that the activities offered by With Love From Ghana Ltd may involve risks & dangers, both known & unknown, including but not limited to physical exertion, unpredictable weather conditions, wildlife encounters, & transportation risks. I voluntarily assume full responsibility for any risks of loss, property damage, personal injury, including death, that may be sustained by me because of participating in these activities.

Release & Waiver: I hereby release, waive, discharge, & covenant not to sue With Love From Ghana Ltd, its officers, employees, guides, agents, contractors, & representatives (collectively, the "Released Parties") from any & all liability, claims, demands, actions, & causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the activities offered by With Love From Ghana Ltd, whether caused by the negligence of the Released Parties or otherwise.

Indemnification: I agree to indemnify & hold harmless the Released Parties from any loss, liability, damage, or costs, including court costs & lawyer fees, that they may incur due to my participation in the activities offered by With Love From Ghana Ltd, whether caused by my negligence or otherwise.

Miscellaneous: This Release of Liability shall be governed by & construed in accordance with the laws of the England, Scotland & Wales. If any provision of this Release of Liability is found to be unenforceable or invalid, the remaining provisions shall be unaffected & remain in full force & effect.

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill & care as set out above. We do not have any greater or different liability to you.

The Foreign & Commonwealth Office publishes regular updated travel detail on its website www.gov.uk/foreign-travel-advice & www.fco.gov.uk/knowbeforeyougo which we recommend you visit when booking & before your departure.

For US guests check https://www.state.gov/travelers & all other guests please check the website for your country.

ATOL (Air Travel Organiser’s Licence) protection covers holidays with a single travel firm which includes flights & accommodation (cruises are included), or flights & car hire, or a combination of all three.

ABTA (Association of British Travel Agents) protection only covers holidays that involve rail, cruise or self-drive but not package holidays involving flights. Therefore, you will not be covered by either on our tours. You must ensure you have appropriate travel insurance which covers airline failure. You will be protected if you pay for your flight & tour by credit card.

Media Consent

By booking, attending & joining With Love From Ghana Ltd., you grant us the right to photograph, record, transmit or otherwise duplicate your participation in tours. Images, videos or recordings will be used on our website, social media platforms or promotional materials for marketing, advertising, promotion, publicity or any other lawful commercial purpose without renumeration, compensation, any other obligations due or payable to yourself. We will not disclose any names & you can opt out on your booking form.

Complaints

In the unlikely event that you have any reason to complain or experience any problems during your tour, you must immediately inform your tour guide &/or Vendor/s in question. We encourage you to discuss your concerns & try to come to a solution.

If a complaint is not immediately possible, or if a verbal complaint is not satisfactorily resolved, it must be submitted within two weeks after your return via email to Hi@withlovefromghana.com, with booking reference & full details of your concerns. We will respond within seven working days of receiving your email.

By signing, I agree to the terms in this document.

Name:                                                                                        Date:

Signature:

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