



Booking Conditions

Your holiday booking is with WildWings, which is a trading name of Birds and Wildlife Limited. Our registered office is 9 Pound Close, Long Ditton, Surbiton, Surrey KT6 5JW. Our office phone number is 0117 965 8333 and our email address is tours@wildwings.co.uk.

The following Booking Conditions (also available in printed form upon request), together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, form the basis of your contract with Birds and Wildlife Limited. Please read them carefully before booking as they set out our respective rights and obligations.

In these Booking Conditions, 'you' and 'your' mean all persons named on the booking (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' means Birds and Wildlife Limited trading as WildWings. Except where otherwise stated, these Booking Conditions apply only to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you.

1. **Your Financial Protection:** Birds and Wildlife Limited has financial failure insurance provided by Travel Vault. This fully protects you in the unlikely event that Birds and Wildlife Limited ceases trading.

Travel Vault provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Birds and Wildlife Limited, and in the event of our insolvency, protection is provided for the following:

- i. non-flight packages; and
- ii. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU.
- iii. Travel Vault cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the UK are only protected by Travel Vault when purchased directly with WildWings.
- iv. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call their 24/7 helpline and advise you are a customer of a Travel Vault protected travel company.
- v. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

2. **Provisional Bookings:** We are happy to hold Provisional Reservations for up to seven days. After this, we do require a completed Booking Form and deposit to confirm your place on tour. Any unconfirmed space will be released.
3. **Making a Booking:** To make a booking with us, you must either complete and sign our booking form (at which point you have agreed to accept our booking conditions) or make a booking through our website. By making an online booking, you are also deemed to have accepted our booking conditions, as all bookings are only accepted by us subject to these booking conditions.

Once we have received your booking, be this via our booking form, website or other means, assuming there is availability on your chosen holiday, we will issue you with a confirmation invoice and a binding contract will only come into force between you and us at this point.

If you have made a booking and paid a deposit via our website, we are not entering into a binding contract until the confirmation invoice has been issued to you via personal email or letter and we reserve the right to return any deposits paid this way at our absolute discretion. The lead name is responsible for checking our confirmation invoice and notifying us within seven days if there are any problems with this, otherwise the value of the invoice is deemed to have been accepted and our cancellation conditions (see sections 11-14) will apply in their entirety.

The person making the booking (lead name) must be at least 18 years old and by signing the booking form, or completing the online booking process, confirms that he/she is authorised both to accept these terms and conditions and to make the booking on behalf of all persons named on the booking (including anyone who is added or substituted at a later date). This includes consent for us to use the personal data of not only the lead name but all other persons on the booking in accordance with our privacy policy.

The lead name also confirms that they are duly authorised by all persons included on the booking to disclose their personal details to us including information such as dietary requirements, health conditions, disabilities and any other information and that they take full responsibility for the accuracy and disclosure of this information. They further acknowledge and accept that we may need to disclose this information to our tour leaders, suppliers, agents and others where necessary for the operation of the holiday.

All telephone and email booking requests must be confirmed in writing with completion of a **Booking Form** (downloadable from our website) and **appropriate booking deposit**, which can be posted to us.

A reservation is made once a completed Booking Form, together with the appropriate Booking Deposit, has been received from you and confirmed in writing by us. We will issue you with a confirmation letter and confirmation invoice, which will include the

details of your booking. On that date, a **contract** will come into force between us. Our written confirmation of your booking means that we agree to operate your holiday as stated on our website.

Please check the documentation carefully as soon as you receive it and notify us immediately if any of the details are incorrect.

Whether booking by telephone, email, letter or online, it is implied and accepted that the 'lead name' on the booking guarantees that he/she has the authority to accept, and does accept, on behalf of the party, the terms of these booking conditions.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

4. **Jurisdiction and applicable law:** The contract, which is deemed to have been made at our offices in Long Ditton (Surrey), is governed by English law and is subject to the exclusive jurisdiction of the English courts.

Disputes relating to your holiday which cannot be amicably settled may, if you wish, be referred to arbitration under a special scheme administered by the Chartered Institute of Arbitrators. The scheme, details of which can be supplied on request, provides for a simple and inexpensive method of arbitration based on documents alone with restricted liability for you to pay costs. This scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from the holiday.

5. **Booking Deposit:** The amount of deposit per person is shown alongside every tour.

We accept **deposit payments by electronic bank transfer** (please ask for our bank details) or **cheque** (made payable to *Birds and Wildlife Limited* and drawn on a UK bank in GB Pounds Sterling).

For payment of **booking deposits** ONLY we will also accept payments by Visa and MasterCard credit cards and these can be made via our website.

6. **Final / Balance Payments:** Full payment of the **balance** is due 12 weeks prior to departure; (20 weeks in the case of certain specialist tours such as cruises). The date the balance falls due will be advised by us when we confirm your booking. We will send you an invoice before the balance is due.

If we do not receive the full balance for your holiday (and for everyone on the original booking application) by the due date as specified on the confirmation invoice then we will be entitled to treat your booking as having been cancelled by you and retain all monies paid. The cancellation clauses in section 13 of these booking conditions will,

however, still apply and at our absolute discretion we reserve the right to recover any amount that we are entitled to under these booking conditions.

We accept **balance payments** (and any additional payments such as extra accommodation etc) **by electronic bank transfer or cheque**.

*We do **NOT accept** credit cards or overseas debit cards for balance payments (nor for any additional or interim payments). For **overseas customers** (ie those living outside the UK) however, please see item 8 below.*

If the balance has not been paid by the due date, we will be entitled to treat your booking as cancelled and levy appropriate cancellation charges according to section 13 below.

7. **Late Bookings:** Bookings accepted less than 12 weeks prior to departure must be accompanied by full payment at the time of booking.
8. **Payments by Overseas Customers:** Payments by overseas customers must be in GB Pounds Sterling and may be made by electronic transfer to our bank (*please ask for our bank details*); or by cheque or bank draft drawn in GBP and made payable to *Birds and Wildlife Limited*.

Please note: if you are paying from an overseas bank account, we will charge an additional £50 for overseas bank charges incurred by us.

We do **not** accept cheques on US Banks in US Dollars, nor cheques in Euros or Eurocheques. We do **not** accept post-dated cheques.

Card payments: *We do **NOT** accept credit cards or overseas debit cards for balance payments (including any additional or interim payments) from customers living within the UK.*

*For customers living in the European Economic Area (the EEA is the EU countries plus Iceland, Liechtenstein and Norway), North America, Australia and all other areas outside of the UK **we will accept payment by Visa and Mastercard credit cards but with a surcharge of 3% of the transaction amount to help offset card company charges.***

We do not retain any payment card details, which are destroyed once used so we will need these details again for subsequent payments.

9. **Flight arrangements:** Customers who choose not to use our recommended flight agent (whose details are listed in the information for each tour on our website) should **not** book any flights until Birds and Wildlife Limited has confirmed the holiday will operate (generally at the latest two months before departure) as all group tours are subject to a minimum number of bookings being achieved.

If you do not travel on our recommended flights and book these through our recommended flight agent, you will be responsible for transport to/from the airport at the start/end of the tour and if you travel out on a different flight which arrives later than our recommended group flight (even if this is due to an unexpected delay in that flight), we cannot guarantee to wait for you and you will be responsible for all costs associated with meeting up with the group.

Please note we will not be held responsible for any cancellation charges you may incur over flights occasioned by Birds and Wildlife Limited cancelling your holiday for whatever reason.

10. **Cancellation by you before departure:** You may cancel your booking at any stage. Cancellation must be advised in writing by the 'lead name' (wherever possible) and takes effect on the day such notice is received by us. Booking deposits are non-refundable and you will be liable as a minimum to pay the charges detailed below up to the point of cancellation, in addition to any non-refundable items. ***1**

In the event of cancellation, the cancellation charges payable to Birds and Wildlife Limited are calculated as follows:

| | |
|-----------------------------------|----------------------------|
| 85 or more days before departure: | Loss of deposit |
| 84-43 days before departure: | 50% of total invoice cost |
| 42-29 days before departure: | 75% of total invoice cost |
| 28 days or less before departure: | 100% of total invoice cost |

**1 Please note that any non-refundable holiday costs (such as additional tour or interim flight deposit payments, flight and/or hotel upgrades, tour extensions, additional overnight accommodation, private transfers, amendment charges etc.) we have been charged for at time of booking will be charged at 100%, and the charges as shown above will then apply to the remainder of the holiday cost.*

For some trips, we are required to pay certain costs up front and in full on a non-refundable basis. Should you cancel the trip for any reason and our irrecoverable costs exceed the above cancellation charges, you agree to pay these additional costs even if they exceed the cancellation charges outlined above.

To protect yourself against cancellation you should ensure that you purchase good comprehensive **insurance** (see section 32 below) as early as possible. If the reason for cancellation falls within the terms of your insurance, the above charges will normally be refunded to you by the insurance company less premium cost and any excess applicable.

Cancellation due to 'Unavoidable and Extraordinary Circumstances': We will abide by travel advice provided by the UK Foreign, Commonwealth and Development Office (FCDO). You have the right to cancel your confirmed holiday before departure without

paying cancellation charges in the event of 'unavoidable and extraordinary circumstances' occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination.

In such circumstances, we will arrange for your booking to be cancelled and for you to receive a full refund but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, 'unavoidable and extraordinary circumstances' means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions, which make it impossible to travel safely to the travel destination.

Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

Cutting your holiday short: If you decide to leave a tour early, or follow a separate itinerary for your own reasons, then we are unable to offer you any refund or cover any costs and you will have to bear any extra costs involved yourself. Depending upon the circumstances, your travel insurance may offer cover for such curtailment, so we suggest that you check the conditions and requirements of your policy.

- 11. Transfer of Booking:** If you are unavoidably prevented from proceeding with your holiday, you must notify us as soon as possible. You may transfer your existing booking to another person suggested by you up to 30 days prior to departure providing the transferee meets any conditions which may apply to the booking and confirms in writing that they will agree to our booking conditions. Both you and the transferee will, however, be jointly and severally liable for paying all outstanding amounts.

We may also make a charge of up to £250 per person for administrative costs, plus all additional charges imposed by our suppliers arising from the transfer, including any changed occupancy or other costs following a cancellation (*see item 10, Cancellation by you*).

Additional fees may be charged depending on the cost and work caused to us by the requested change.

Please note: Certain arrangements (eg berths on ships and any flights included in your booking) may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements plus the cost of a new ticket for any variation that is made.

12. **Transferring between tours:** If you wish to transfer from one tour to another, a charge of up to £200 per person will be made to cover office administration and reissue of confirmation documents and certification, plus any additional non-refundable costs we may incur.

We are happy to accept transfers providing this does not take place within three months prior to departure of your original tour, or this does not force us to cancel the tour you are already booked on and provided we do not suffer costs incurred from our suppliers relating to your cancelled tour. In such cases, transfers will usually be treated as a cancellation and rebooking, and the relevant cancellation charges will apply.

13. **Changes and cancellation by us:** We start planning the holidays we offer many months (and often years) in advance. Occasionally, we have to make changes to or correct errors in our website, brochure, Tour Info Packs and other details both before and after bookings have been confirmed and cancel confirmed bookings, events or activities.

Holidays to remote and in some cases underdeveloped parts of the world carry the risk that parts of the holiday may be subject to alterations beyond our control, sometimes at short notice. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

We also reserve the right to change and correct any errors in advertised prices at any time including in the price of confirmed holidays.

14. **Changes:** If we are obliged to change your itinerary, travel or holiday arrangements and/or leaders before departure, any change will be either **significant** or **insignificant**.

Where a change is **insignificant**, we will (if practicable) advise you before departure but we are not obliged to do so or to pay you any compensation. Examples of insignificant changes include alteration of our recommended outbound/inbound flight times by less than 12 hours, changes to supplementary arrangements such as a site visit, and changes of accommodation to another of the same or higher standard.

Where a **significant** change (*see below*) is necessary, or we have to cancel your holiday for any reason before departure, we will advise you as soon as reasonably possible. You will have the choice of: (a) accepting the new holiday arrangements; (b) accepting the offer of an alternative holiday from us, of a comparable or higher standard to that originally booked if available, at no extra cost (we will refund any price difference if the alternative is of a lower value); or (c) cancelling your booking in return for a full refund of all monies paid to us.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

In addition, if you choose to accept a refund where a significant change or cancellation is notified to you, we will pay compensation as detailed below, as a minimum:

Period before scheduled departure date within which a SIGNIFICANT change or cancellation is notified to you, and compensation per person:

| | |
|-------------------|-----|
| More than 56 days | Nil |
| 56-29 days | £15 |
| 28-15 days | £20 |
| 14 days or under | £30 |

Please note that a change of leader does not constitute a significant change. A *significant* change to your holiday is one which involves a significant change of accommodation or itinerary; a change of flight time by more than 12 hours (but not a flight delay as this is covered by travel insurance).

No compensation is payable in respect of changes which are *insignificant* or where cancellation or change is as a result of:

- i. unavoidable and extraordinary circumstances (see section 10 above), which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken - examples include *Force Majeure* (war and acts of terrorism or threat thereof, riot, civil strife, epidemic, natural or nuclear disaster such as fire, flood, earthquake, chemical or biological disaster, adverse weather conditions), non-availability of fuel; the act of any government or other national or local authority, or industrial dispute which unavoidably prevents a carrier, hotelier or other supplier from performing their contract;
- ii. where we make a significant change or cancel your arrangements more than 70 days before departure;
- iii. where we make a significant change and you accept those changed arrangements;
- iv. where we have to cancel your arrangements as a result of your failure to make full payment by the due date;
- v. where the tour is cancelled because the minimum number of persons required to operate your holiday has not been reached; or
- vi. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you.

15. **Group size, Underbooking and Cancellation:** The operation of all tours is subject to minimum numbers being achieved at least 70 days (10 weeks) prior to departure. Our minimum number of participants for most tours is usually five but we have run tours with fewer than this, and certain tours (eg cruises) may require a minimum of 10 or more participants. We are happy to give you an indication of the current number of passengers booked on a trip, but this should not be taken as any guarantee as to whether or not the tour will go ahead as booking numbers can fluctuate. Please note that we cannot accept cancellations without forfeit simply on the grounds that the tour is running with fewer participants than anticipated. In such circumstances, our standard cancellation terms will apply.
16. If a tour is underbooked at 70 days (10 weeks), we are entitled to cancel it. With your agreement, we may defer cancellation to allow time for further bookings but will inform you if the tour is not running no later than 6 weeks prior to departure. Please note that in such cases we are unable to accept responsibility for any costs you may have incurred, including costs of other travel arrangements made in association with the cancelled holiday, unless these were booked through Birds and Wildlife Limited. Save for the compensation payments set out above we will be under no further liability to you.
17. **Pricing and Surcharges:** Prices shown on our website or other literature are calculated on rates of exchange linked to those available to us, either based on rates of exchange previously secured or our view of currency exchange rates applicable at the time payments are due.

The prices shown on our website supersede all previously advertised prices (*see also Provisional Prices, below*). We make every effort to ensure the prices shown are correct.

The prices quoted are based on known costs and exchange rates: US Dollar 1.28 Euro 1.15. These prices may, however, be subject to surcharges as a result of increases of costs caused by government action, changes in currency exchange rates, over-flying charges, airport charges and increases in scheduled air fares.

In the event of an increase in the cost of the holiday, Birds and Wildlife Limited will absorb an amount equivalent to 2% of the holiday price. If the amount of the surcharge exceeds 10% of the holiday price, you may elect to cancel the holiday and receive a full refund of all monies paid.

You must exercise this right to cancel for this reason within 14 days from receiving written notification of the surcharge from us, otherwise the surcharge will be deemed to have been accepted by you. You shall be notified in writing of any surcharge payable 30 days before departure.

You also agree to pay any airline and or ship (fuel) surcharges which we may be applicable at any time.

Where costs are not yet available to us, the prices shown on our website and in our other marketing literature will be clearly marked as a **Provisional Price** and we make no guarantee that this will be what the advertised cost of the holiday will be when we confirm the cost.

Where you pay a deposit for a trip which has a provisional price, you agree to go ahead when we notify you of the confirmed price assuming there is an increase of less than 5% in the cost, otherwise our standard cancellation conditions will apply.

If the increase is more than 5% then you have the right to a full refund of any deposit paid less any irrecoverable credit card and other costs we may have incurred.

Alternatively, when our provisional prices are confirmed, you may transfer your booking to an alternative Limosa or WildWings holiday subject to availability and our agreement.

18. **Price changes:** We do all we can to avoid increases in tour cost but we reserve the right to change any of the prices, services or other particulars contained in our website, Tour Info Packs and other literature at any time *before* we enter into contract with you.

If there is any increase in price or any significant change before we enter into such contract, we will notify you so you can decide whether or not to proceed.

If you have already booked and the price change is downward, the price you pay will be the new lower price.

Prices shown on our current website supersede all previously advertised prices. All information is given in good faith and believed to be correct at the time. Whilst every effort is made to ensure accuracy, occasional errors do occur and you must, therefore, check your holiday details carefully.

19. **Fitness to Travel (medical conditions, reduced mobility and disabilities):** You must be fit and well to participate on our tours. Under no circumstances should you travel if your doctor has or would advise against it. We will do our best to cater for any special requirements you may have but we rely on your own assessment of your own ability to take part.

Should you or any member of your party have any medical condition, reduced mobility or disability which may affect your holiday, **please tell us before confirming your booking interest** so we can advise you as to the suitability of your chosen tour.

You must provide us with full details on your Booking Form, including any specific requirements that person has. We may require you to produce a doctor's certificate certifying that you are fit to participate. If you know that you need help, you should bring a helper with you, whose participation is subject to availability of space on the tour and the full tour price.

Birds and Wildlife Limited reserves the right to decline any booking where we feel unable to accommodate the needs of a participant or the nature of the tour may be unsuitable for that participant.

We reserve the right to refuse to take participants who have not provided all relevant details of any medical condition, disability, infirmity or other factors which affect your ability to fully participate in the holiday at the time of booking (or as soon as any such condition etc. develops, if later) and to cancel any holiday and impose cancellation charges in such circumstances.

If in the opinion of the tour leader (after he/she has discussed this with you and the Birds and Wildlife Limited office), any participant has not declared any medical condition, disability, infirmity or other factors which affects your ability to fully participate in the holiday, we reserve the right to ask you to leave the tour and return home, entirely at your own expense. We will discuss this with you but we reserve this right at our absolute discretion.

It is important to note that our tours often involve travel to remote destinations where the general levels of comfort and services are lower than would be found in the UK. It is essential that you understand the nature of the trips we offer and that you are able to participate in all the activities included in your chosen itinerary. If you have any doubts as to your own physical limitations, then this is probably not the holiday experience for you.

20. **Special Requests** If you have any special requests (eg dietary requests, room type or location), these must be advised to us in writing at the time of booking.

In some destinations, basic well-known dietary requirements (such as vegetarian, vegan, gluten-free etc) are often misunderstood and seldom catered for adequately, despite the best intentions and assurances from hoteliers, restaurateurs and other suppliers. We cannot accept detailed lists of specific dietary or food preparation requests and are unable to accept any other requests (*eg* personal preferences) that are not for medical or religious reasons.

We will advise all relevant suppliers of your requirements but cannot guarantee that such requests will be met. Furthermore, Birds and Wildlife Limited has no liability to you if such requests are not met. We regret we cannot accept any conditional bookings, *ie* any booking which is specified to be conditional on the fulfilment of a particular request. **Please note:** It is your responsibility to double-check and reconfirm any allergy or dietary requirements directly with the various holiday suppliers.

21. **Extra Arrangements:** Please note that Birds and Wildlife Limited is a specialist tour operator and are not a travel agent and we do not offer a tailor-made service.

We may also be able to quote for additional accommodation at the start or end of a tour. We charge a **fee of £75 per person** for booking additional accommodation requests to help offset the additional administrative costs and charges.

22. **Accommodation:** The tour prices in our website, Tour Info Packs and other literature are the cost per person based on two people sharing a room. Where single occupancy is requested, a single room supplement usually applies (*see following*).

Hotels used in most larger towns are at least good medium grade tourist class, hotels in remote places are generally the best available. We try to choose those accommodations which offer the best combination of convenience of location, atmosphere and facilities. Please be aware that some hotels may not have lifts but only stairs.

We do our utmost to secure the accommodation specified within our tour itineraries, however, we do not control the day to day management of accommodation and in exceptional cases it is possible that we may be advised that the reserved accommodation is not available or has been overbooked.

We reserve the right to change accommodation from that specified within our literature, for whatever reason. Whenever possible, changes will be to accommodation of equivalent or higher standard within the same general locale. Where this is not possible, we may occasionally have to settle for accommodation of a lower standard, in which event we will refund the difference of the holiday price between the accommodation booked and that available.

Single rooms: in most cases there is an additional cost to pay in respect of single travellers wishing to occupy a room to themselves. This is the **single room supplement** as indicated in our Tour Info Packs and on our website. The reason for this supplement is that our contract with the owners is based on a price per room while our holidays are sold per person, therefore, the per person price for a single traveller includes the entire room cost.

A single room does not guarantee the provision of a double or twin room, and in some instances single rooms may be smaller and sometimes less well appointed. We have no say in the allocation of rooms and do not know which room you will be given as hotels will usually decide this shortly before you arrive and without reference to us.

Single rooms cannot always be guaranteed and bookings are only accepted on the understanding that you will consent to share a room in the event of unexpected lack of single rooms at any location (a pro rata refund of the single room supplement will be made to you after the tour unless it is specifically stated in our tour information that singles are unavailable in which case your booking is only accepted on the understanding that you agree to share at these locations).

23. **Itineraries, Leaders, Weather and other factors:** The birds, wildlife and itineraries within our website, Tour Info Packs and other literature outline our planned programme but are intended only as a guide. You should see a reasonable proportion of the birds and other wildlife mentioned if you have good eyesight and participate fully in the tour but we make no guarantees and all the species listed in any of our

literature should be regarded as what we will look for, rather than what we can be assured of seeing.

Please note that our **Tour Itineraries** do not constitute contracts and we reserve the right to change them at any time for emergency, logistical or other reasons so long as these alterations are in keeping with the nature of the tour. The final decision for any change rests with our office, agents and/or our tour guide(s) locally who are often best placed to assess the situation 'on the ground'.

Our trips are not normal 'package holidays' and whilst we aim to follow the proposed itinerary, we make no guarantees this will be followed exactly and reserve the right to make changes to any aspect (including accommodation, route we follow, the wildlife we look for) without informing you in advance, although we will endeavour to do so. As a result, we will not be held liable for any alterations or amendments.

Leaders: We strive rigorously to ensure that all guides accompany their stated tours but in assigning leaders up to three years in advance, we reserve the right to substitute any named guide or other escort with an alternative qualified person. Note that this will not be deemed as a significant change to your arrangements and does not constitute grounds for compensation or cancellation without forfeit. Our standard cancellation terms will apply if you choose not to travel for this reason (see section 10 above).

Weather: If it is not possible to operate certain excursions for due to the weather, we will endeavour to offer alternatives if this is possible. Such circumstances are, of course, totally beyond our control and do not constitute a significant change to the itinerary.

Public Holidays etc: In addition to public holidays, many countries host other national or international events or there may be local festivals, which may impact on local/tourist services or travel arrangements, including the reduction or closure of facilities, road closures etc. during your visit. We have no control over these events, and as dates and details of arrangements are often changeable year on year, it is not possible for us to guarantee to forewarn you of specific details that may be relevant to your holiday, or accept any responsibility for any disruption that may be caused. During public holidays, local shops, restaurants and tourist attractions may also be closed and all bookings are accepted on this understanding and do not constitute a significant change to the itinerary.

Wifi: Where the provision of Wifi may be indicated in a property description, no guarantee is given or implied that it will be operative during your visit and its availability is outside our control. Some properties may charge for this service or the areas where it is available may be limited and not necessarily available in guest rooms. In all cases, no compensation or refund will be paid in the event that it is not available for whatever reason.

Hotels: It is not unusual for hotels or other accommodation to receive group bookings (sometimes with large numbers) from guests participating in conventions, conferences or other gatherings. At certain times of the year, there may be an influx of groups such as students on organised educational visits (popular during school holidays), associations or clubs. This may result in hotel facilities being much busier than usual or additional demands on hotel staff and services. We are unable to accept any responsibility for any inconvenience caused by such groups or their activities.

24. **Photos:** We reserve the right to take photographs during the operation of our tours and to use the resulting images for promotional purposes. By booking with us, tour members agree to allow their image to be used in this way. Participants who would prefer or require that their image should not be used must inform us in writing prior to the tour.
25. **Surnames and forenames** provided to Birds and Wildlife Limited must be given in FULL and spelt exactly as they appear in the relevant passport - **please take special care to check this when completing your Booking Form** be this our online booking form or any other booking form you may submit to us. We accept no responsibility if the details you provide to us do not match passport names and it is important to appreciate this can have significant implications eg on airline tickets and for expedition cruises. All passport, visa, insurance and health certificate requirements are entirely your responsibility and Birds and Wildlife Limited accepts no responsibility.

We require **full passport details** no later than 4 weeks prior to departure and for some of our trips, this information may be needed at least three months in advance, for example, where we are required to pass this information to ship operators so they can obtain permits and meet their obligations. It is, therefore, a condition of booking that your passport is valid for at least nine months prior to the start of your holiday. If your passport is going to expire before then, you should consult our office prior to booking one of our holidays.

Advance Passenger Information (APIS): The governments of various countries require airlines or other bodies (eg cruise companies) to collect Advance Passenger Information (APIS) from passengers prior to travel. In most cases our office is required to input this data on behalf of tour participants prior to either the date of ticket issue or departure. If we collect this data, it will be treated in accordance with our Privacy Policy. The airline or cruise company will only provide each country's Customs and Immigration Authorities with the relevant information required by them, however, some governments require airlines to provide them with direct access to airline passenger bookings (PNRs) which may contain other passenger data. It is important that the information is accurate so you pass through Immigration on arrival in these countries without delay.

We strongly recommend that you provide/check your Advance Passenger Information to the airline in advance of going to the airport. This is a prerequisite with certain airlines and destinations. You can do this online at any time in advance of your flight through the 'Manage My Booking' facility on the airline's website, or when you check in with the airline online. If you do not have internet access, you can

usually give the airline the information at an airport self-service check-in kiosk or airport check-in desk.

Where your holiday includes flights booked by Birds and Wildlife Limited and we already hold the necessary APIS, we are usually (but not always) able to enter the data on your behalf. If you object to us doing this for you and would prefer to enter the data yourself, please let us know.

- 26. Flight Delays & Cancellations:** If you or any member of your party misses your flight or other transport arrangement, the flight is cancelled or you are subject to a delay of over 2 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

As noted in section 9, if you are not booked on our recommended flight (as advised either by the Birds and Wildlife office or our recommended flight agent) then you will be responsible for all costs in meeting up with the group.

Should delays due to weather conditions disrupt your tour itinerary, additional costs may be incurred and these will be your responsibility. You will be assisted by the airlines in accordance with the airlines' policy on delay, however, we cannot accept liability for any delay which is due to any of the reasons set out in these Booking Conditions (which also includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board a flight on time).

Where long flight delays result in lost holiday time, we regret we are unable to offer any refunds for unused accommodation or other services as reimbursement will not be made by our suppliers in these circumstances, and hotel rooms are held for delayed arrivals and not re-let. We strongly recommend you have adequate insurance provisions in place to fully cover such eventualities.

- 27. Travel Advice, Passports, Visas, Health and other documents:** Our website and, where applicable, our Tour Info Packs (available to view or download from our website) and Travel Info sheets (sent to you after you book) outline details specific to your chosen tour. We do our utmost to ensure that the information contained therein is current and accurate, but the information provided is intended only as a guide to assist you.

Specific passport and visa requirements, and other immigration requirements including vaccinations and health certificates are **your responsibility** and you should confirm these for all countries to, or through which, you are intending to travel and are responsible for all associated costs. Requirements should be checked well in advance of travel and we do not accept any responsibility if you, or a member of your party, cannot travel or are denied entry to a country or onto a plane, ship or any other form of transport because you have not complied with any such requirements.

It is also the lead passenger's responsibility to also ensure that all members of their party are in possession of all necessary health and travel documents before departure.

Essential information for British citizens (only), including passport, visa and health requirements together with up-to-date Foreign, Commonwealth and Development Office advice regarding travel, safety and security can be obtained from <https://www.gov.uk/travelaware>. We **strongly recommend** that you also sign up for the latest email updates as travel and safety information can change at any point without notice.

Health: Consult your doctor well in advance of travel for the latest advice on vaccinations and health certificates. We recommend you also pay a routine visit to your dentist prior to travel. You can obtain the latest health information ahead of travel by visiting the National Travel Health Network and Centre (NaTHNaC) website <https://www.travelhealthpro.org.uk>.

28. **Tour participation:** It is a condition of participation in one of our tours that you and anyone listed on your booking form agrees to accept the authority and decisions of our employees, tour leaders and agents whilst on holiday with us.

You must at all times strictly comply with the laws, customs and regulation of the countries visited and conduct yourself in a manner deemed by the leader to be compatible with the satisfactory operation of the tour and not affect the enjoyment of other participants. This includes but is not restricted to behaving in a manner that causes or is likely to cause upset, distress or danger to any third party as well as damage to property.

As Birds and Wildlife Limited is an environmentally focussed business, we would also consider the deliberate collection of specimens from the natural world, be these animals, birds, plants or insects, to be grounds for causing upset or distress to a third party.

If, in the opinion of such a person, your health or conduct at any time, before or after departure, appears likely to endanger the safe, comfortable or happy progress of a holiday, you and anyone on the same booking may be excluded from all or part of the tour and/or we may terminate your holiday and whilst we would look to discuss this with you before taking this decision, we reserve the right to act unilateral and without advising you in advance.

Should your participation be terminated in this way, we will have no further liability to you and your party and you may be required to leave any accommodation with immediate effect and we will have no further obligations to you and your party and any additional costs incurred by you as a result of such exclusion will be your responsibility.

In the case of ill health, we may make such arrangements as we see fit and recover any resulting costs from you.

You also accept full responsibility for any loss or damage caused by you or any of your party and agree to pay in full at the time for any damage or loss to our accommodation

and/or other suppliers. If you fail to do this, you agree to be responsible for covering all or any claims subsequently made against us including our and the other party's legal costs.

Whilst our leaders, agents and suppliers will aim to assist you should you have any problems, we cannot be responsible for the behaviour or actions of any individuals who are not connected with us or our group.

- 29. Smoking including vaping:** The vast majority of Birds and Wildlife Limited's clients do not smoke and we require smokers to refrain from smoking when in proximity of all other participants on the trip including the leader, our agents and suppliers. Smoking is, for example, not permitted in all inside spaces such as lounges, restaurants, vehicles, bedrooms (if being shares with a non-smoker who is not part of your party) even if local laws permit this.

Non-compliance with this would be consider grounds for causing upset and distress to others under section 28.

- 30. Our liability to you:** We will accept responsibility for the services we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out in these booking conditions, and as such we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice.

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package (see section 34 below Complaints). If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation, or both. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday.

It is the laws and regulations of the country in which the services are actually provided which apply to your holiday arrangements and not those of the UK or your home country and any resulting complaint or claim will be judged on this basis. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as being properly provided. Bear in mind that standards of (for example) safety, hygiene and quality may vary and the services and transport your tour involves may differ to the stringent standards we are accustomed to in the UK or your home country (for example, the absence of seatbelts on vehicles contracted outside the UK as this is not always a legal requirement elsewhere).

Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us. We will not be liable where any failure to perform or improper performance of the travel services is due to you or another member of your party or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable.

We will accept no responsibility or liability in respect of claims arising out of your own acts or omissions, or those of a third party not connected with the provision of your holiday and which were unavoidable and extraordinary, ie force majeure (as defined in section 14 above).

Please note we will not accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where these services or facilities are not included within the advertised Tour Itinerary in our website, brochure or Tour Info Pack and we have not agreed to arrange them, and any excursion you yourself purchase whilst overseas. *See also section 31 below, 'Tour Information & Own Arrangements'.*

Where appropriate and subject to our reasonable discretion, we will afford general assistance to our clients who through misadventure suffer illness, personal injury or death during the period of the holiday arising out of an activity which does not form part of the holiday.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions (*see item 34 below*).

We limit the amount of compensation we may have to pay you if we are found liable under this clause as follows:

i. *Loss of and/or damage to any luggage or personal possessions and money:* the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind;

ii. *Claims not falling under the above and which don't involve injury, illness or death:* the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

iii. *Claims in respect of international travel by air, sea and rail, or any stay in a hotel:*

(a) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention in respect of travel by air, The Athens Convention in respect of travel by sea, The

Berne/Cotif Convention in respect of travel by rail, and The Paris Convention in respect of the provision of accommodation. You can ask for copies of these Conventions from our offices.

In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(b) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

(c) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

Where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim.

In addition, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in section 34 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Where it is impossible for you to return to your departure point as per the agreed return date of your package due to 'unavoidable and extraordinary circumstances', we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the three-night cap does not apply to persons with reduced mobility, pregnant

women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, 'unavoidable and extraordinary circumstances' mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

31. **Tour Information & Own Arrangements:** We take every care to try and ensure that the information contained within our website and our other literature is correct. Occasionally, we may provide you with information (in our literature and/or when you are on holiday with us) about additional activities and excursions which may be available in the area you are visiting. We have no involvement in these: they are provided by local operators or other third parties who are entirely independent of us. It is important to understand that such activities and excursions do not in any way form part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We recommend that sufficient and appropriate insurance is taken out in respect of any of your 'own arrangements'.
32. **Travel Insurance:** Good and comprehensive travel insurance is essential before setting off on any overseas trip. It is a condition of booking a holiday with Birds and Wildlife Limited that all travellers are covered by comprehensive travel insurance and do not travel against medical advice. It is the responsibility of the lead person making all bookings to ensure that every person in their group has appropriate insurance. For further information see the *Essential Information* section on our website.

You should obtain good and comprehensive travel insurance **as soon as possible after booking your holiday** to cover you against cancellation, curtailment, missed departure, delay, personal accident, death, loss of baggage and valuables, personal liability and legal expenses. Your insurance should also cover you fully in respect of medical care and repatriation should you become too ill to continue with the tour, including the cost of emergency evacuation by helicopter or air ambulance should this be necessary. Note that passenger liability insurance covering the transportation that we hire, particularly in developing countries, may be inadequate so it is, therefore, important that your insurance cover includes sufficient provision for your dependents in the event of an accident.

Please note that we have no control over the availability or standard of medical and repatriation services and facilities in the areas we visit and these do not form any part of our contract with you. Many of the areas we visit on our holidays are not as developed as the UK and the availability and standard of such services may well be lower.

Be sure to read your insurance policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies and cannot be held responsible if your insurance cover is inadequate. 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.

Most travel insurance policies limit the amount of cover, typically up to a maximum tour cost of £5,000 per person. If the value of the tour you are booking exceeds this amount, additional cover can usually be provided upon payment of additional premium. We **recommend** all travellers check their individual policy limit to ensure the full cost of their holiday is covered.

Due to UK Government legislation under Financial Services Authority regulations, we are not allowed to offer or recommend travel-related insurance to our customers.

33. **Assistance on tour:** If you find yourself in difficulty for any reason whilst on holiday with us and ask us to help (eg by providing you with information on health services, local authorities and consular assistance; and helping you to find alternative travel arrangements and any necessary phone calls/emails), we will provide appropriate assistance where practical and reasonable. You must pay any costs we incur if the difficulty is not our fault.

Where you require assistance which is not due to any failure by us, our employees or suppliers, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport suppliers may, however, pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances if you fail to obtain our prior authorisation before making your own arrangements.

34. **Complaints:** If you have any reason to be unhappy about your holiday **you must** notify our Tour Leader and local agent (or the supplier of the service in question) immediately in order that the matter can be dealt with promptly. If it is not resolved to your satisfaction at the time, the nature of the complaint should be made known to Birds and Wildlife Limited in writing within 28 days of the completion of your holiday with us. Please keep your letter concise and to the point. We will reply to you within 28 days of receipt of your letter and do our best to reach a settlement with you.

If you fail to follow the requirement to report your complaint while on holiday we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. In any event, we will not be under any liability in respect of any claim of which we are not notified in writing within three months of the date scheduled for your return.

35. **Data Protection & Mailing List:** Our Privacy Policy (*see our website*) details the types of personal data we may collect from you when you interact with us, and also explains how we will store and handle that data and keep it safe. By using our services or providing your personal data to us, you expressly consent to the collection, use and

transfer of that personal data by us or on our behalf as set out in our Privacy Policy. You still have the right to ask us not to process your data in certain ways, and if you do so, we will respect your wishes.

All names and addresses on the WildWings **mailing list** are held on computer. These are strictly confidential and NOT available except for our own use. If you object to your details being stored in this way, please let us know and we will remove your details.

36. Variation to these booking conditions

We reserve the right to make reasonable changes to these booking conditions. You will be notified of any such changes and these will be deemed to take effect from the date specified in that notice. For the latest copy of our booking conditions please refer to our website.

WildWings is a trading division of Birds and Wildlife Limited

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