

## **Booking Terms and Conditions**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. BirdGuides Travel will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, BirdGuides Travel has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent. More information on your key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found here:

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

‘BirdGuides Travel’ means BirdGuides, operated by Warners Group Publications plc (‘the Company’, “we”, “us” and “our”) company number 2572212 and VAT no GB 638 3492 15 of registered address The Maltings, West Street, Bourne, Lincolnshire, PE10 9PH, accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to trip arrangements booked by you with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these conditions to “trip”, “booking”, “contract” or “arrangements” mean such trip arrangements unless otherwise stated.

### **1. Your trip contract**

The contract is between the Company and you (“BirdGuides Travel” and “you” in these conditions), being any person travelling or intending to travel on a trip operated by us including any person who is added or substituted after booking. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England, Wales, Scotland and Northern Ireland only. No employee of the Company other than a director has authority to vary or omit any of these terms. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

### **2. To secure your booking**

(Please refer to Clause 15 “Late Bookings”) To secure a booking, we must receive payment of the minimum deposit of 20% of the total trip price, per person, (or full payment if booking within 60 days of the start of your trip or at an earlier stage for some trips). A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking / prior to balance due date. On occasions, full payment for a service may be required at the time of booking. The applicable deposit will be confirmed at the time of booking.

All clients (including anyone who is added or substituted at a later date), whether booking in person, by telephone, via our website, by e-mail or facsimile or by any other means, will be deemed to have agreed to the following four conditions:

- a) they have read and accepted our Booking Terms and Conditions and information pages contained on our website.
- b) they appreciate and accept the risks involved in outdoors and adventure travel.
- c) they do not suffer from any pre-existing medical condition or disability which may prevent them

from actively participating in the trip. If any person suffers from any medical condition or disability which will or may affect their trip arrangements, please contact us before making your booking to discuss your requirements.

d) the person making the booking confirms that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking, will be the point person for all communications relating to the booking, and confirms that all such persons are fully aware of and accept these conditions. That person also consents to the use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements).

A booking is accepted and becomes definite only from the date when we issue a confirmation invoice to you. It is at this point that a contract between us comes into existence. Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease holiday prices. We reserve the right to decline any booking at our discretion. We will communicate with you by e-mail. You must therefore check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. It is your responsibility to ensure we have up to date contact information for you at all times. Certain documents may need to be sent by post. References in these conditions to "send" and "in writing" or similar include communication by e-mail. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

### **3. Payment for your trip**

The balance of all monies due must be received by us not later than your balance due date as shown on your booking confirmation. For bookings confirmed from 1 January 2025 this will be 60 days before departure. For certain trips, full payment must be received sooner. We will tell you at the time of booking when this is the case. If you don't pay your balance by the due date, we reserve the right to treat your booking as cancelled and cancellation charges will apply. Deposit and balance payments must be made in the same currency and sufficient payment should be sent to ensure the company receives the total invoiced price as guaranteed. You can pay by credit or debit card. We accept Visa and Mastercard.

If it is necessary for us to change your balance due date for your tour, we will contact you as soon as possible to advise of a new payment deadline.

### **4. If you change or transfer your booking**

If, after our confirmation invoice has been issued, you wish to make a change to your tour arrangements (such as room requirements), we will at our absolute discretion seek to accommodate this. Please note that there will be an administration fee for doing so. You should be aware that these costs will increase the closer to the departure date that changes are made and therefore you should contact us as soon as possible. Note: Certain travel arrangements cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation.

Written and dated notification from the person who made the booking must be made by emailing us at [birdguides.travel@warnersgroup.co.uk](mailto:birdguides.travel@warnersgroup.co.uk).

#### **Transfer of Booking:**

If you or any member of your party is prevented from travelling, in circumstances which we consider reasonable, that person(s) may transfer their place to someone else, subject to the following

conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 5 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

### **5. If you cancel your booking**

Should you wish to cancel, cancellation charges will be imposed. These are calculated from the day written or verbal notification is received by us as a percentage of the total trip price per person cancelling, excluding any amendment charges. The cancellation charges shown below are those which will apply to most trips. However, some suppliers have conditions which require the payment of higher or different charges (including the imposition of 100% cancellation charges well in advance of the normal balance due date) which you will have to pay in the event of cancellation. You will be advised at the time of booking if this is the case for your trip.

60 and more days before trip start date - loss of deposit

59-31 days before trip start date – 80%

30-0 days before trip start date – 100%

Amendment charges are not refundable if you cancel your booking. We strongly recommend that comprehensive travel insurance is taken out which includes cover against cancellation charges.

Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of your insurance policy. In the event of the cancellation of a booking where you are liable to pay to us cancellation charges in excess of the amount already paid to us at the time of cancellation, you cannot transfer or add these charges to another booking or use any amounts paid to us in relation to the cancelled booking by way of part payment for another booking. Part cancellation of a booking may result in additional costs being payable by the remaining members of your party. Please also see Clause 4.

### **Cancellation by you due to unavoidable and extraordinary circumstances:**

You have the right to cancel your confirmed tour before departure in the event of “unavoidable and extraordinary circumstances” occurring at your tour destination or its immediate vicinity and significantly affecting the performance of the tour or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a refund of the monies you have paid, less any non-refundable charges imposed by our suppliers, 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 and Commonwealth 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 any refund owed to you under the terms, will be made by bank transfer.

## **6. If you have a complaint**

If you have a complaint about any of your tour arrangements, you must inform your Tour Leader without undue delay whilst on the tour so that we have the opportunity to put things right. We will provide you with an emergency duty telephone number to enable you to contact us directly if your complaint cannot be resolved locally by your Tour Leader. If you fail to follow our requirement to complain on the spot this may affect your ability to claim compensation. If your complaint cannot be resolved on the spot you should notify us in writing within 14 days of the end of your trip. Please provide your booking reference and all other relevant information to [birdguides.travel@warnersgroup.co.uk](mailto:birdguides.travel@warnersgroup.co.uk).

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by:

Dispute Settlement Services  
9 Savill Road  
Lindfield  
West Sussex  
RH16 2NY  
E-mail: [admin@disputesettlementservices.co.uk](mailto:admin@disputesettlementservices.co.uk)

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

Please also see Clause 1.

## **7. Travel and cancellation insurance**

We strongly recommend that you have travel insurance in place for our UK tours. It should include insurance against costs arising from cancellation by you, Force Majeure and repatriation from potentially remote locations. You and your belongings are at all times solely at your own risk. You are wholly responsible for arranging your own insurance. If you make your own arrangements you should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in your trip. You must ensure that all travel insurance purchased meets your particular requirements and you should arrange supplementary insurance if need be.

## **8. Consumer protection**

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Warners Group Publications plc membership number 5645, and in the event of their insolvency, protection is provided for the following:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Warners Group Publications plc.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uk/uksi/2018/634/contents/made>

You can find out more about ABTOT here: <https://www.abtot.com/>

### **9. Trip participation and client responsibility**

You agree to accept the authority and decisions of our employees, BirdGuides Leaders and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense.

Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you. If you commit an illegal act (including, for example, causing any damage) you may be excluded from the trip and we shall cease to have responsibility to/for you as above. No refund will be given for any unused services.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage 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 will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

If you have any medical condition or disability which may affect your active participation in your trip or the trip arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed trip and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs.

You must also promptly advise us if any medical condition or disability which may affect your active

participation in your trip or the trip arrangements of any other person in your party develops after your booking has been confirmed.

#### **10. If we cancel or change your trip**

While we will do our best to operate all trips as advertised, we reserve the right to change and correct errors in any of the facilities, services or itineraries described in our printed material and/or on our website at any time before or after your booking is confirmed. Most changes are insignificant. Occasionally, we have to make a significant change. If a significant change has to be made we will inform you as soon as reasonably possible, if there is time before departure.

Please note, except for guaranteed departures, our trips require a minimum number of participants to enable us to operate them. If any trip does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you of cancellation for this reason not less than 30 days before the start of your trip.

A significant change is a change made before departure which we can reasonably expect to have a major effect on your trip. Significant changes are likely to include the following change when made before departure; a major itinerary re-routing ie. to a different country. If we have to make a significant change, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable or higher standard from us, if available. You will be responsible for paying the difference in price; or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

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 within 7 days we will assume that you have chosen to accept the change or alternative booking arrangements.

You are advised only to book fully flexible connecting transport and other arrangements (such as pre or post trip accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your trip.

#### **Compensation:**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below if we cancel your booking and no alternative arrangements are available.

Period of notification given. Compensation\* to you per person:

- More than 30 days: Nil
- 29-22 days: £20
- 21-14 days: £20
- 13 days or less before the date of travel: £30

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:



- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 30 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see Clause 11)

### **11. Force Majeure**

Except where otherwise expressly stated in these Booking Terms and Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “unavoidable and extraordinary circumstances”, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease including any mutation or variation of, and the ongoing effects of, Covid-19 or SARs-COV2, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned(s) control.

### **12. Our responsibility for your trip**

Your booking is accepted on the understanding that you appreciate and accept the possible risks inherent in adventure travel and that you undertake the trips, treks or expeditions featured in our programme at your own volition. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below 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.

Subject to these Booking Terms and Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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.

(1) We promise to make sure that the trip arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these conditions and the other information which forms part of your contract with us, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you

wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - the act(s) and/or omission(s) you or any member(s) of your party or the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unavoidable and extraordinary or 'Force Majeure' as defined in Clause 11 above.

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. Any optional excursions or activities booked during your holiday do not form part of our contract as these are all arranged for you directly by the suppliers concerned – please see Clause 14. 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 and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your trip involves and may be lower than or different to those applicable in the UK. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the trip in question.

(5) As set out in these conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. We do not, however, limit or exclude our liability for death or personal injury caused by the negligence of ourselves or our employees (providing they were at the time acting within the course of their employment). Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £200 per person affected unless a different limitation applies to your claim under Clause 12(6) below.

You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the price (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under Clause 12(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.

(6) 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, the maximum amount of compensation we



will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question were that claim made against it (for example, the Warsaw Convention 1929 as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention 1974 for international travel by sea and COTIF, the Convention on International Travel by Rail.) Please note: where a carrier 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. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, 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 expenses or losses incurred by or relating to any business including self-employed loss of earnings.

(8) 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 Clause 6. 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.

9) 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 3 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 in advance. 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.

10) Birding tours as an outdoor activity by their nature involve an element of risk. This includes walking on steep, rocky, slippery and/or icy trails or otherwise uneven terrain. We can supply information regarding each individual tour on request and will highlight any particularly dangerous elements in the pre-tour information, and we are always happy to discuss the type and amount of physical exertion needed for each tour. We would encourage you to contact us to discuss this before booking particularly if you have reduced mobility or health concerns. Ultimately participants must ensure they are physically fit enough to undertake the tour activities and we cannot accept responsibility for any injuries sustained as a result of lack of fitness or undisclosed mobility or health concerns. If you have any concerns about safety or your ability to undertake a particular element of a

tour then you must speak with your Tour Leader. All participants must follow the advice and instruction of our Tour Guides when it comes to the issue of safety of them or other members of the tour group.

11) In relation to your physical fitness and health, a Health Questionnaire will be sent to you prior to your tour and it will need to be complete by each member of your party. When completed, this will be shared with your Tour Leader prior to the tour so that they are aware of any medical or health requirements you may have. In the event that the Health Questionnaire is not completed prior to the tour, one will be required to be completed before the tour can commence so that the Tour Leader is aware of anything that may be of relevance.

12) Due to the nature of our tours, these are generally not suitable for persons under the age of 16 years.

### **13. Prompt Assistance**

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, 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 supplier 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 Terms and 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 travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

### **14. Optional excursions and activities**

We and our BirdGuides Leaders and Tour Guides may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us and they may or may not have their own public liability insurance.

They may require a waiver form to be signed. Optional excursions and activities do not form any part of your contract with us even where we suggest particular operators / providers and / or assist you in booking such activities or excursions in any way. Where a BirdGuides Leader or Tour Guide collects payment for or otherwise assists in booking any such activity or excursion for you, we and the BirdGuides Leader or Tour Guide act solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider's terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in Clause 12 of our booking conditions will not apply to them. We do not, however, exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We do not guarantee that any optional activity or excursion mentioned in our printed promotional material, on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not

form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

#### **15. Late bookings**

We emphasise the importance of making a booking at the earliest opportunity, because of the small group nature of our trips. For bookings received within 6 weeks of your trip start date (or at an earlier stage for certain trips), the contract between the Company and the client comes into existence as soon as full payment has been received by us.

#### **16. Building and Development**

Many resorts and hotels are continuing to develop. We will endeavour to inform you of any building work of which we are aware in advance of your holiday, which we consider may have a material effect on your contracted holiday services. However, it may be difficult to foresee the extent and impact such activity will or may have at any particular time.

#### **17. Brochure / Website / Advertising material accuracy**

The information contained in our printed promotional materials, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

#### **18. Tour Protocol**

The birds and other wildlife listed in the itineraries are meant as a guide only and are not guaranteed to be present. Some birds not listed may also occur. When watching wildlife, we ask all our guests to be courteous to other members of the party and to put the welfare of the bird or animal first. We cannot tolerate 'flushing' of wildlife in order to obtain photographs.

We prefer to leave tips and gratuities on our tours purely to your personal discretion. Where some larger tips for example to local guides and drivers are included in the tour cost, this will be identified in the pre-tour information.

Tour participants spend a long time in each other's company during a tour. Inevitably a wide variety of political, religious and cultural beliefs will be held by participants. Relaxed exchanges and the ability to speak freely are the hallmark of a good trip. However, tour participants are asked to be considerate to the beliefs and sensitivities of others. If in the opinion of the Tour Leader a particular conversation becomes too controversial, divisive or otherwise upsetting to one or more participants, he or she will request that the conversation is terminated. There are no circumstances in which we shall tolerate racist or discriminatory comments.

If any tour participant is concerned about the behaviour or comments of another then to allow us the opportunity to resolve or tackle the issue, we ask that they speak in confidence with the Tour Leader, to share those concerns. The tour leader will discuss the concerns and seek to agree steps to resolve the issue.

Participants are requested not to smoke whilst in tour vehicles, hides and when in close proximity to other group members.

**Change Log**

03.07.25 – second version 2.0 published