



# WILD EARTH ADVENTURES

## BOOKING FORM

Please use black ink and BLOCK CAPITALS

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### Personal Details

Full name:

Date of Birth (dd/mm/yr):

Address

Postcode

Tel:

- Home
- Work
- Mobile

E-mail:

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### Tour Details

Tour Name:

Tour Dates:

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### Relevant Experience

Please outline relevant travel experience and/or activity/sports you participate in, if any:

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### Dietary Requirements

Please indicate specific dietary needs and/or preferences eg. vegetarian, vegan including any food allergies:

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### Important!! Please Read, Sign and Date

I understand that by signing below I am acknowledging that I have read, understand and agree to the Booking Conditions of Wild Earth Adventures set out overleaf. I also understand that I will be required to sign a release of liability form prior to and/or during my trip. I understand that I must complete a medical form to be submitted with the booking form.

Signature of participant

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Date

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### Payment Details

**Payment must be by cheque made payable to Wild Earth Adventures. The necessary booking forms must be completed and returned with payment of 25% the full course fees. Full payment must be received 56 DAYS prior to departure. All correspondence to be delivered to: PO Box 2842, Pewsey, SN9 6WX, UK.**

### Booking Conditions

#### **PLEASE READ CAREFULLY**

These Booking Conditions apply to all tours and related activities offered by or through Wild Earth Adventures and contain important information.

#### **Making a booking**

To make a booking you must send us a signed, completed Booking Form and a non-refundable deposit of 25% of the full cost of the booking. The balance of the booking cost must be paid not later than 56 days before departure, failing which Wild Earth Adventures shall be entitled to treat the booking as cancelled and apply the cancellation charges set out below. If you book less than 56 days before departure, full payment must be made on booking.

By completing the Booking Form and paying the deposit, you acknowledge that you and all those people on behalf of whom you are making the booking have read and agree to these Booking Conditions. The booking is accepted and a contract is made only once Wild Earth Adventures has issued a confirmation invoice and Wild Earth Adventures reserves the right to decline any booking at its discretion or to cancel any booking at any time if it considers you or anyone on whose behalf you have made the booking to be unsuitable for the tour booked.

Please note that Wild Earth Adventures only offer tours and related activities to people over 18 years of age.

#### **Cancellations and Refund Policy**

##### **Cancellation By You:**

Cancellation of any booking must be made in writing and are subject to the cancellation charges shown below (based on the number of days prior to the departure date that notice of cancellation is received in writing by Wild Earth Adventures) :

More than 56 days - Loss of deposit  
55 to 42 days - Loss of 40% of total booking cost  
41 to 29 days - Loss of 60% of total booking cost  
28 to 15 days - Loss of 80% of total booking cost  
14 days or less - Loss of 100% of total booking cost

No refunds will be made if you or anyone on whose behalf you have booked leaves a tour for any reason after the tour has begun.

You will also be responsible for any other cancellation charges incurred as a result of your cancellation (including, for example, flights or extra hotel accommodation), which can be up to 100% depending on the time of cancellation and the type of ticket purchased or booking made.

Wild Earth Adventures must strictly adhere to our Cancellation & Refund Policy for all travellers. We strongly recommend that you purchase travel insurance including appropriate cancellation cover.

##### **Cancellation and Changes By Us:**

Our tours may be subject to minimum booking numbers as well as to unavoidable, unusual and unforeseeable circumstances beyond our control and in the event that insufficient travellers have booked a tour or such circumstances apply, Wild Earth Adventures reserves the right to cancel the departure or to

make significant changes to the programme, dates or itinerary up to 56 days prior to departure (in the case of insufficient numbers) or with little or no notice (where required due to unavoidable, unusual and unforeseeable circumstances beyond our control). In such event, we will advise you of such cancellation or changes and will offer you an alternative tour (with a refund of any difference if the price of the alternative is lower than that booked). If you do not accept any alternative tour offered, we will refund all payments you have made to us, but we will not be liable for any additional costs incurred by you in relation to the cancellation (including any air ticket change fees or cancellation fees).

Wild Earth Adventures does not accept any responsibility for loss of enjoyment, delays or other costs resulting from changes due to unavoidable, unusual and unforeseeable circumstances beyond our control and no refunds will be made in any of these situations.

#### **Transfer of Bookings**

If you are prevented from travelling you may transfer your booking to another person provided they meet all the requirements relating to that holiday. A transfer fee of £40 will be payable (£80 if the transfer is less than 28 days before departure). Additional costs such as airline tickets and permit fees may also be payable. Should you transfer your booking to another person, you will remain responsible for payment of the trip price and any other associated expenses.

#### **Price Changes:**

Before booking and not less than 30 days prior to departure the prices featured may change. Wild Earth Adventures reserves the right to impose surcharges once you have booked but no surcharges will be imposed within 30 days of departure and any downward revision in the price will be refunded to you.

Surcharges will only be imposed for variations in:

- a) transport costs, including the cost of fuel;
- b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- c) the exchange rates applicable to the booking.

Price increases and surcharges will be calculated according to the full extra cost compared to the costs and exchange rates applicable at the date of publication. In any event Wild Earth Adventures shall absorb the first 2% of any such surcharge. In the unlikely event of a price increase of more than 10%, you may cancel and receive a full refund of monies paid.

#### **Our Responsibilities:**

Wild Earth Adventures is responsible to you for the proper performance of our obligations under the contract whether those obligations are provided directly by us, or by third-party service providers engaged by us and acting within the proper course of their employment. We are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- a) attributable to you;
- b) attributable to a third party unconnected with the provision of services to you;
- c) due to unusual and unforeseeable circumstances beyond our control that could not have been avoided even if all due care had been taken;
- d) due to an event which even with all due care we could not foresee or forestall.

Events which we could not, even with all due care, foresee or forestall shall include without limitation Acts of God, weather, detention, annoyance, delays and expenses arising from quarantine, strikes, theft, pilferage, force majeure, military, political or terrorist action, civil disturbances, government restrictions, failure of any means of conveyance to arrive or depart as scheduled, discrepancies or changes in transit over which we have no control.

Wild Earth Adventures organises trips in areas where standards of accommodation, transport, safety, hygiene, medical and other facilities may, at times, be lower than those you normally expect or where political instability or other factors (including dangerous wildlife) involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort or may require changes to the itinerary, accommodation and modes of transport without notice due to circumstances beyond our control. Please consider this carefully when making your booking as

by submitting a Booking Form you (and those on whose behalf you are booking) agree to assume all risks associated with the trip and to accept any changes that may be required to any element of the trip to the maximum extent permitted by law.

Where Wild Earth Adventures is found liable for damages for failing to carry out the contract, the maximum amount of such damages for compensation and loss of enjoyment will normally, but not necessarily, be limited to two times the basic trip price shown on the invoice. Where the damages relate to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be further limited by the EU Charter of Passengers Rights for air travel, the Warsaw Convention as amended by the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation), or any such statute or regulation as may from time to time amend or supersede any of the above. Copies of the conditions of carriage and any conventions that may apply are available on request.

You are responsible for flight or other transport arrangements and these and any other independent arrangements that you may make that are not part of the trip booked with us are entirely at your own risk and we accept no responsibility, directly or indirectly, for any loss, damage or injury to property or person in connection with such arrangements.

### **Safety & Trip Enjoyment**

Wild Earth Adventures organizes trips in natural areas where the environment can sometimes lead to unpredictable conditions. To avoid possibly dangerous situations, both for our travellers and the animals, it is extremely important that all travellers obey any rules and regulations imposed by the Tour Leaders and/or Local Guides and instructions given by them.

We reserve the right to prohibit any traveller from continuing on a trip with no right of refund if, in our opinion, that traveller's actions pose a threat to the safety of them, others, or to the wildlife, or if that traveller's actions or behaviours are seriously jeopardizing the enjoyment of the trip for others. The decision of Wild Earth Adventures' leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All travellers must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited and Wild Earth Adventures will not accept responsibility or liability for any traveller who contravenes any laws or other regulations of any country visited.

Any information or advice provided by Wild Earth Adventures on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on our part. Each traveller is responsible for obtaining any necessary visas and travel documents required for the trip.

### **Viewing The Wildlife**

Where the viewing of wildlife is featured in our programmes, every effort is made to plan trips where wildlife is known to exist. However, the animals we visit live wild and free and we cannot fully predict or control their migratory patterns (nor would we want to). We may make reasonable changes in itineraries but cannot guarantee any viewing of wildlife.

### **Travel insurance**

Travel insurance is compulsory for all travellers and must include adequate cover for accidents, medical expenses (including any related to pre-existing medical conditions), emergency repatriation, including helicopter rescue and air ambulance, and personal liability. We also recommend that you obtain adequate cover for cancellation and curtailment, and loss of luggage and personal effects. You must provide a copy of your insurance cover before the start of the tour and may be required to produce proof of insurance by any of our staff or suppliers at any time. We reserve the right to cancel your participation in a trip at any time (either before or after its commencement), with no right of refund, if you are unable to provide proof of insurance.

### **Health and fitness**

Most of our trips should not be physically demanding for people who are healthy and reasonably fit but all travellers are expected to carry their own bags and the itinerary, accommodation and travel on certain programmes can be physically demanding. If you (or anyone on whose behalf you are booking) are affected

by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking and, where appropriate, consult your doctor before booking and travelling to confirm the suitability of the proposed trip and also to check any inoculation requirements. We are happy to provide advice, but cannot accept any responsibility for determining the suitability or otherwise of a trip for any traveller. We reserve the right, in our reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs, if it is deemed that you (or anyone on whose behalf you are booking) are not suitable for the trip booked.

### **Complaints**

If you have any complaint about the holiday, you must make it known at the earliest opportunity to the leader and/or our local representative, who will normally be able to take appropriate action. If you are not satisfied with their response and you feel your enjoyment of the holiday is likely to be significantly affected, you should contact us by telephone on 0871 218 1015 and we will do our best to resolve the problem. If at the end of the trip, you feel your complaint has not been properly dealt with, you must notify us of your complaint in writing within a reasonable period of time, normally within but not necessarily limited to 30 days after completion of your trip.

### **Data Protection**

To ensure that your trip runs smoothly, we need to use personal information (such as your name and address, special needs, dietary requirements etc.) provided by you to us and also pass on such information to other suppliers involved in the operation of your trip. We may also need to supply it to security or credit checking companies, and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will apply appropriate security measures to protect such personal data and will only pass on data (which may include sensitive information regarding disabilities or dietary and religious requirements) to people responsible for your holiday arrangements. By completing and signing our Booking Form, you consent to this information being transferred as required.

### **Financial security**

Financial protection for your holiday arrangements is provided in accordance with UK and EU regulations by way of Travel Organiser Fail Cover TOFC arranged through Travel and General Insurance Company plc.

### **Waiver of Booking Conditions**

These Booking Conditions may only be waived or amended by written mutual consent. When you complete and sign the Booking Form you agree to accept all these conditions, and when we accept your booking we agree to carry out our obligations to you as defined in any brochure or other information provided to you.

### **Applicable Law and Jurisdiction**

These Booking Conditions are governed by English law and any disputes will be dealt with by the English courts. If however you booked your holiday in Scotland or Northern Ireland any disputes may be dealt with in the local courts in Scotland or Northern Ireland and will be subject to the laws of those countries.