



[www.wildwings.co.uk](http://www.wildwings.co.uk)

Strand Travel Limited trading as:  
WildWings and WildOceans. ATOL 5429

**These are the terms and conditions which will apply to our ATOL-bonded air inclusive holidays. Please read them carefully as you will be bound to them.**

**1.** When you make your booking you must complete a booking form accepting on behalf of all your party the terms of these booking conditions and pay a deposit of 20% per person (unless otherwise stated). A contract will exist when on receipt of your deposit we issue a confirmation invoice. (We reserve the right to decline any booking)

All payments must be made in pounds sterling and all cheques must be drawn on a UK clearing bank. All other forms of payment including Euro cheques and foreign currency will incur additional bank charges. These additional charges will be added to your account. Foreign currency payments will be converted to sterling on the day that we receive payment and any shortfall or gain will be notified to you in writing.

All passengers must be fit to travel at the time of booking and expected to still be so at time of travel.

It is a general condition that all tour customers must have valid travel insurance for their trip, which must provide sufficient cover for the experience/s they are booking, also bearing in mind their ongoing health and age.

**2.** WildWings/WildOceans reserve the right to cancel a tour up to fifty six days prior to departure, should minimum numbers not be attained.

**3.** We also reserve the right to change advertised vessels and tour leaders at any time, although in practice do not intend to do so (but real world factors such as illness have to be taken into account). If the minimum number on a tour is not attained we will withdraw the UK leader and run the trip with the overseas leader/s rather than cancel your holiday.

**4.** The balance of the price of your holiday must be paid by twelve weeks before departure. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges set out below. For some holidays we may ask for an interim payment to guarantee the airfare element. If you make any changes to your booking after it has been confirmed, an administration fee of £20 per change may apply.

**5.** You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated to us in writing. As this incurs administrative costs, we will retain your deposit and in addition may apply cancellation charges up to the maximum shown below. The cancellation charge is calculated as a percentage of the holiday price dependent upon the period before departure when written cancellation is received.

#### **Cancellation**

More than 84 days before departure:

*Loss of deposit (including interim flight payments if applicable)*

84 - 71 days before departure

*25% of total price (or deposit as above if higher).*

56 - 70 days before departure

*50% of total price.*

29 - 55 days before departure

*75% of total price.*

0 - 28 days before departure

*100% of total price.*

**Note:** If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. No refunds will be made in the event of interruption or cancellation by the passenger after the start of the travel.

**6.** If you have a problem during your holiday, please inform our tour manager or local representative immediately who will endeavour to put things right quickly. If your complaint cannot be resolved locally, please follow this up within 31 days of your return home by writing to our Tours Manager at WildWings/WildOceans, Davis House, Lodge Causeway, Bristol, BS16 3JB. UK giving your original booking reference and all relevant information. It is unlikely that you will have a complaint that cannot be settled amicably between us.

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.

**7.** The prices quoted are based on known costs and exchange rates: US Dollar 1.3 Euro 1.13. These prices may, however, be subject to surcharges as a result of increases of costs caused by either transportation fuel prices, 3rd party taxes/fees and/or exchange rates. In the event of an increase in the cost of the holiday WildWings/WildOceans will absorb an amount equivalent to 2% of the holiday price, excluding insurance premium. If the amount of the surcharge exceeds 8% of the holiday price, the client may elect to cancel the holiday and receive a full refund of all monies paid. The client must exercise his 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 the client. The client shall be notified in writing of any surcharge payable 30 days before departure. Airline and/or ship fuel surcharges may be applicable at any time.

**8.** It is unlikely we will have to make any changes to your holiday, but we do plan the arrangements many months (and even years) in advance. Occasionally, changes may be made, which we reserve the right to do at any time. Most of these changes are minor and we will advise you at the earliest possible date. (Flight timings and carriers are subject to change as a result of airline procedures.) If a major change becomes necessary, we will inform you as soon as reasonably possible. In such very rare circumstances, you will have the right to cancel, with a full refund, within 14 days of the notification of the change/s, should you choose not to accept them. Should your tour have to be cancelled within 8 weeks of your departure date for reasons of 'force majeure' (circumstances such as, but not limited to, war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear accident, disease, fire or adverse weather conditions), you will be offered a full and prompt refund (excluding insurance) of all monies paid by you. A 5% discount shall apply to your next booked holiday with us.

**9.** We accept responsibility for ensuring the holiday which you book with us is supplied as described in this brochure and the services reach a reasonable standard.

We accept responsibility for any death, bodily injury or illness caused to you as a result of the proven negligent acts and/or omissions of our employees and agents and our suppliers and subcontractors and their servants and/or agents while acting within the scope of, or in the course of their employment. Except as provided in paragraphs (a) to (d), we accept responsibility for any damage caused to you as a result of any failure to perform, or improper performance of the services we have agreed to provide to you. We will not be responsible to you where such failure or improper performance is not due to our fault or that of our suppliers because:

**a)** Such failure is attributable to you or any member of your party.  
**b)** The unforeseeable or unavoidable fault of a third party unconnected with the provision of any services to be provided under contract.

**c)** Unusual and unforeseeable circumstances beyond the control of WildWings/WildOcean and/or supplier

**d)** An event of 'force majeure'  
Nevertheless, we will in the circumstances set out in paragraphs (b), (c) and (d) above, promptly try to help you if you are in difficulty. In addition, if through no fault of your own you suffer personal injury or illness or one of your party dies during your holiday then, even though this may not be as a result of any of the holiday services, we will (subject to our reasonable but sole discretion and where appropriate) give you general assistance including financial assistance; and meet the initial costs of any legal action in relation to a claim against a third party arising out of your holiday.

We will give this general and financial assistance provided that you request it within 90 days of the event which led to such personal injury, illness or death and provided that our total financial liability for such assistance will not exceed £5,000 regardless of the number of people involved. If you are successful in claiming any of your costs against a third party or if any policy of insurance held by you provides cover for these costs then you must repay any financial assistance we have given as soon as you recover it.

Subject to the limitation of liability set out in the following paragraph, our liability to you for any loss or damage which you may suffer (other than personal injury resulting from the non-performance or improper performance of the services involved in the holiday) is limited in accordance with any limitation clause in the trading conditions of the supplier.

Our liability to you for the non-performance or improper performance by air carriers, sea carriers, rail carriers or hotel keepers of any services to be provided by them as part of your holiday is limited to the amount you can validly recover against such carrier or hotel keeper:

a) in accordance with any applicable domestic law or the laws of the United Kingdom, for claims other than for personal injury arising out of travel and carriage within the United Kingdom or which is otherwise not international; and b) for all claims arising out of any other travel, carriage or accommodation, in accordance with the international convention which governs such service, including those which have not been ratified by the United Kingdom.

WildWings/WildOceans shall in no circumstances be liable in respect of consequential loss or damage, detention, delay or overcharge howsoever caused.

**10.** Our leaders have full authority on tour and you should abide by their instructions. We reserve the right to dismiss any participant from a tour who in the opinion of the leader commits any illegal act, collects any living material from the wild, or whose behaviour severely affects other

members of the group's enjoyment. Any person dismissed from a tour shall have no cause for complaint or refund, and will bear any additional costs in returning home themselves.

**11.** It is the responsibility of each passenger to ensure they have a valid passport and any applicable visas plus any compulsory vaccination certificates at the time of travel.

Advice for UK passport holders can be found at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo)

#### **12. Your Financial Protection**

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.

However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We are also bonded members of ABTA. Voyage customers will travel under their respective ship operator's terms and conditions, copies of which will be supplied.

**13.** This contract is made on the terms of these booking conditions which are governed by English Law and is subject to the non-exclusive jurisdiction of the English Courts.

#### **Important Notes:**

**1.** The nature of many of the trips means we will be travelling in sometimes remote and sometimes 'third world' conditions, with local bureaucracy, poor roads etc. Each tour itinerary and/or sea voyages are the proposed one only and we reserve the right to change the itinerary subject to local conditions and weather on the day. Customers should also bear in mind 'health and safety' standards abroad generally do not match those in the UK and EU.

**2.** Birds, cetaceans and other wildlife are free and mobile. We cannot guarantee the sighting on a trip of any species but of course our tours are all timed to maximise the chances of seeing the majority of target species. Previous trip reports are available.

**3.** All wildlife should be respected and participants should be aware of potentially aggressive species and keep a safe distance from them. Wildlife should not be disturbed by participants and tapes should not be used in the applicable breeding season.

**4.** Customers travelling with a number of the overseas operators we represent and work with, will travel under those operators booking conditions which will be supplied upon request. These will include Manta Marine/Atoll Wildlife/Whale and Dolphin Company, Quark Expeditions, Heritage Expeditions 2018 Ltd, Trinity House, Adventure Birding, ALE, Island Explorer Holidays, Stoney Creek Shipping Company, Probrider, Adventure Alternative Borneo, Oceanic Society, One Ocean Expeditions, Amazonia Expeditions, Brasil Aventuras, Oceanwide Expeditions, Le Ponant, Trans New Guinea Tours, Vigo Tours, SOA Charters, Exotic Ladakh, Ethiopian Quadrants, Manu Expeditions, Estonian NT, Educational Travel, Polish Birdservice, Zegrahm Expeditions, Ecolodges Indonesia, SASPO UK and others.

#### **Data Protection Statement**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide (such as name, address, age, passport details and any special requests). We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to our relevant suppliers which may also include public authorities (eg customs/immigration). If your destination is outside the EEA, controls on data protection may not be as strong as in the UK. If we cannot pass this information on to the relevant parties we cannot provide your booking. In signing our booking form you consent to the relevant information being passed on to the relevant parties. We will send you future mailings of our forthcoming programmes only, we do not provide our customer information to any other third parties. Please contact us if you wish to be removed from our mailing lists at any time.

Effective 07/06/2018. Supersedes all previous issues.