

# Conditions of Booking

When you book a holiday with ORNITHOLIDAYS, (including QUEST FOR NATURE and CRUISES FOR NATURE) you will be looked after by one of the most experienced travel organisations, which operates in the field of birdwatching and natural history holidays. Our staff try to provide you with a happy and memorable holiday and care about keeping it trouble-free. Given below are details concerning various aspects of your holiday, explaining the commitments you make to us and our obligations to you.

The conditions below form the contract between you, the customer and ourselves, Wessex Travel and Ornitholidays Ltd. The contract is deemed to have been made at our registered offices in Chichester and is governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under by arbitration or by the English Courts only. No variations to these conditions are permitted unless they have been acknowledged by the company in writing.

## Your Commitments to Ornitholidays

### 1. BOOKING PROCEDURE

A Booking Form for ORNITHOLIDAYS tours can be found with this brochure. Please complete this in block capitals and return it to our office together with the payments referred to in clause 2 below. The Booking Form must be signed by the first named person on the booking ("the party leader"). The party leader must be at least 18 and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. By sending the Booking Form, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these booking conditions. The party leader is responsible for making all payments due to us.

On receipt of your Booking Form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing our confirmation invoice. At this point a binding contract comes into existence between us. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information, which appears on the confirmation invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 10 days of our sending it out; 5 days for tickets.

### 2. PAYMENT

In order to confirm your chosen holiday, a deposit of £800.00 per person for Far-Afield Bookings, £400.00 per person for Europe Bookings or 25% per person of the total holiday cost for Cruise Bookings (or full payment if booking within 14 weeks of departure, 16 weeks for cruises) must be paid at the time of booking. Occasionally, when an airline requires full payment in order to confirm flight bookings, we may require an interim deposit in addition to the tour deposit in order to secure your flight. We will let you know immediately should this become necessary.

The balance of the holiday cost is due as follows:

Far-Afield & Europe	14 weeks before departure
Cruises	16 weeks before departure

The balance due date will be shown on the confirmation invoice. Reminders are not sent. If, for any reason, we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 3 below will be payable.

If you fail to arrive at the time and place scheduled for departure, then (unless your booking has been validly cancelled by us under this clause or by you under clause 3 below) any unpaid balance of the total price including any adjustments under clause 9 will be payable in full.

We have facilities for accepting payment by Visa or MasterCard credit cards, but there is a 2% handling charge to cover the card company's charges, if you wish to pay by this method. A handling charge of 0.25% applies to UK debit cards.

### 3. IF YOU CANCEL YOUR HOLIDAY

A cancellation can only be accepted in WRITING from the party leader. Such cancellations are not effective until received at this office. In the event of a cancellation by any or all persons named on the Booking Form we will levy the cancellation charges set out below. These charges are based on the estimated expenses and losses suffered by us as a result of your cancellation.

The scale for Far-Afield and Europe is as follows:

Period before departure within which WRITTEN cancellation is received:	Cancellation Charge as a % of the total price for the person(s) cancelling
Up to 98 days before departure (includes interim deposit if one was paid)	Deposit only
98 days – 1 day before departure	100%
Departure day or after	100%

The scale for Cruises is as follows:

Period before departure within which WRITTEN cancellation is received:	Cancellation Charge as a % of the total price for the person(s) cancelling
Up to 112 days before departure (includes interim deposit if one was paid)	Deposit only
112 days – 1 day before departure	100%
Departure day or after	100%

Please note that if the reason for the cancellation falls within the terms of your holiday insurance policy, any such cancellation charges will normally be refunded to you by the insurance company, less any excess.

Where you or any member of your party is prevented from travelling (e.g. as a result of personal illness or injury, the serious illness or injury of a close family relative, jury service or unavoidable work commitments) that person may transfer their place on the booking to someone else subject to the following conditions. We must be notified of the need to transfer for the above reason not less than 28 days before departure. Transfer will not be possible where there is a waiting list of other clients who wish to go on the holiday in question. Documentary proof of the reason for the transfer must be produced with the request (e.g. a letter from a doctor). All costs incurred or imposed by ourselves or our suppliers in making the transfer must be met in full before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

### 4. OTHER CONDITIONS

Except as is otherwise provided in these conditions, your booking is subject to the conditions of the airlines, hotels, coach operators and other sub-contractors involved in providing your holiday, some of which may limit or exclude their liability to you usually in accordance with applicable International Conventions (see clause 11(4) below). These conditions can be viewed at our offices on request.

### 5. TRAVEL DOCUMENTS

Below are listed the advised health precautions to take for each destination we travel to. Also, the visa requirements for British Citizens. For European holidays you should obtain an EHIC card prior to departure. Please note EHIC cards have expiry dates. Advice should always be sought from your own GP and/or Health Centre. The websites at [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk), [www.fitfortravel.scot.nhs.uk](http://www.fitfortravel.scot.nhs.uk) and [www.nathnac.org/travel/index.htm](http://www.nathnac.org/travel/index.htm) provide health advice for travellers.

British citizens require a full ten year British passport (expiring not less than six months after the end of the holiday). Non-British citizens and British citizens holding non-British passports should obtain the necessary passport and visa requirements from the Embassy or Consulate of the country or countries to be visited or travelled through in good time before departure. A ten year British passport usually takes one month to obtain.

### Health and Visa Checklist

This alphabetical list shows for each country:

- R = Immunisation or tablets recommended for protection against disease
- C = A Yellow fever vaccination certificate is required from travellers over 1 year of age arriving from or having passed through countries with risk of yellow fever transmission and for travellers having transited more than 12 hours through the airport of a country with risk of yellow fever transmission.
- E = Immunisation is an essential requirement for entry to the country concerned and you will require a certificate.
- D = Diphtheria, depends on area visited
- M = Meningitis, depending on area visited and time of year.
- a) = Depends on area visited.

**VISA REQUIREMENT** – applicable to British Citizens holding British Passports

COUNTRY	HEP. A POLIO TYPHOID	MALARIA	YELLOW FEVER	OTHER	VISA REQS
AUSTRALIA			C		YES
BELARUS	R				YES
BHUTAN	R	Ra)	C		YES
BOTSWANA	R		C		
BRAZIL	R	Ra)	C Ra)		
CANARY ISLANDS					
CAYMAN ISLANDS	R				
CHINA	R				YES
COSTA RICA	R		C Ra)		
CUBA	R				Tourist card
ECUADOR	R	Ra)	C Ra)		
ESTONIA					
ETHIOPIA	R	Ra)	C R	M	YES
FINLAND					
FRANCE					
GAMBIA	R	R	C R	M	
GEORGIA	R				
GHANA	R	R	E R		YES
GREECE	R				
HONDURAS		R	C		
HUNGARY					
INDIA	R	Ra)	C Ra)	M	YES
IRAN	R	Ra)	C		YES
ITALY					
JAPAN	R				
MEXICO	R	Ra)			
MOROCCO	R				YES
NAMIBIA	R	Ra)	C	M	
NEPAL	R	Ra)	C		YES
NEW ZEALAND					
PAPUA NEW GUINEA	R	R			YES
PORTUGAL	R				
ROMANIA					
SINGAPORE	R		C		
SOUTH AFRICA	R	Ra)	C		
SPAIN					
SRI LANKA	R	R	C		YES
ST LUCIA	R		C		
TAIWAN	R				
UGANDA	R	R	C R	M	YES
USA					YES Visa Waiver Scheme see below

A Visa Waiver Scheme exists for the United States of America but there are many exceptions. It is the client's responsibility to ensure they comply with the USA's entry requirements. In January 2009 the US Department of Homeland Security introduced the Electronic System for Travel Authorisation (ESTA) which applies to nationals of Visa Waiver Program countries. Travellers are required to register online, at least three days prior to travel and pay a fee of € 14 (correct at the time of printing) and have a machine readable passport. If your flight touches down in the USA you are not allowed to remain in transit and visa requirements will apply.

For all tours you must have a valid a passport with six months unexpired after your return date. Some countries also require you to have a passport with at least one blank page and a machine readable passport to use their visa waiver scheme. Full details of how to obtain visas will be sent out with the Party Instructions after a booking has been made. It is the client's responsibility to make sure that they have a valid passport and the necessary visa(s) for their holiday.

**6. COMPLAINTS**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform a representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve

it. If your problem is not resolved to your satisfaction on the spot, you must write to us as soon as possible, preferably within 28 days of the date of your scheduled return from holiday. In any event, we cannot accept liability for any claims, which are not notified to ourselves within 3 months of your return to the UK.

**Our Commitment to You**

**7. YOUR RESERVATION**

On receipt of your signed Booking Form and deposit we shall reserve your holiday. Your booking is taken to be confirmed and accepted in respect of all persons travelling when we despatch our confirmation account to the party leader.

If you are travelling alone and have requested to share with another party member of the same sex, your booking is only accepted on the understanding that should no room-mate be available you will accept single room accommodation and pay the appropriate single room supplement (this only applies to land-based tours not cruises). The maximum group size for any group can be increased by one if the last booking taken is for a couple.

The holiday costs include all travel, accommodation and services as per the itinerary, and the services of a leader. The inclusive terms do include Airport Taxes (for flights included in the itinerary) and duties. Not included in our inclusive terms are insurance premiums, visa fees, vaccination charges, excess baggage charges, telephone calls, laundry services, additional snacks, drinks and anything else of a purely personal nature. All meals are included from arrival in the initial destination and up to departure from the final destination. Meals are normally included on all long haul flights but some airlines, mainly on short-haul flights and within the United States of America, exclude the cost of drinks and meals from their ticket price. The cost of these is not included in the price of the tour. We will send you details of in-flight meals/snacks in the party instructions.

**8. PRICE FLUCTUATIONS**

The prices in this Programme are calculated as at 18 July 2016, using the following exchange rates (as quoted in the Financial Times Guide to World Currencies on that date):

Australian Dollar	1.74	Japan Yen	140.87
Brazilian Real	4.32	New Zealand Dollar	1.86
Euro	1.19	South African Rand	18.96
Indian Rupee	89.29	US Dollar	1.32

The price of your holiday is subject to surcharges on the following items: dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, currency fluctuations, transportation costs, e.g. fuel, scheduled air fares and any other airline surcharges which are part of the contract between airline (and their agents) and the tour operator/organiser, and increases in transfer and other transport costs at the holiday destination. Even in the above cases, we will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding any amendment charges). Only if the increased costs exceed this 2% will we levy a surcharge but where a surcharge is payable, there will be an administrative charge of 50p per person together with an amount to cover agents commission. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge invoice. Such increases will only be made where they are necessary for reasons beyond our control, and will not be made less than 30 clear days before the commencement of your holiday.

In the event of beneficial fluctuation in costs we will consider whether to allow you an appropriate credit.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

**9. IF WE CHANGE OR CANCEL YOUR BOOKING**

The Company reserves the right to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings, subject to the following limitations:

- a) In the rare event of overbooking by a hotel of which we are not aware before your departure, you will on arrival be offered alternative accommodation. Reasonable compensation for the disturbance will be offered if the location and/or facilities of the alternative accommodation can reasonably be regarded as inferior to that originally booked. We will take all reasonable steps to ensure that holidays are not cancelled or altered as a result of overbooking of hotels/lodges/tented camps.

- b) i) We will not cancel your holiday 6 weeks or less before departure unless we are forced to do so as a result of circumstances amounting to "force majeure" as defined in paragraph e) below or where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).
- ii) We will not make significant changes to your holiday arrangements 6 weeks or less before departure without paying you compensation as set out in this paragraph, subject to the exceptions mentioned below.
- iii) We will not make any significant changes to your holiday arrangements unless we are able to notify you not later than 14 days before the holiday is due to commence (providing you have given us a telephone number by which you can be contacted during and out of working hours) unless we are forced to do so as a result of circumstances amounting to "force majeure" as defined in paragraph e) below or where the balance has not been paid on time in whole or part.
- c) If we are compelled to cancel or make a significant change to your holiday arrangements, we will inform you without delay. We will then give you the choice of either accepting the altered travel arrangements (in case of a significant change) or purchasing an alternative holiday of comparable standard if available (with you paying or receiving a refund in respect of any price difference) or receiving a prompt and full refund of all monies paid to us. The choice will be left open to you for seven days and, if you have not made your choice by the end of that time, we may assume you have chosen a refund. Any refund will then be despatched to you within 10 days of our notifying you of the alteration or cancellation. In addition, if we cancel or make a significant change to your holiday 6 weeks or less before departure, we will pay you compensation in accordance with the following scale except where the cancellation or significant change is made as a result of unusual and unforeseeable circumstances beyond our control (such as those mentioned in e) "force majeure" below, the consequences of which we could not have avoided even with all due care or because you have failed to make payment in full by the due date or in the case of cancellation only, because where an insufficient number of people have booked your chosen holiday - in this case you will be notified not less than eight weeks before your scheduled departure date.

**Scale for Compensation**

Period before scheduled departure date within which a significant change or cancellation is notified to you

Compensation per person

More than 8 weeks	nil
Within 8 weeks	£10
Within 2 weeks	£ 25

No compensation is payable for minor changes and save for the compensation payments set out above, we will be under no further liability to you.

- d) A significant change to your holiday arrangements is one which is made before departure involving a significant change of places of visit or stay, a reduction in the category of accommodation provided for the whole, or an extended period of the holiday, a change in departure time or length of holiday by more than 18 hours, a change of UK departure airport (except between Heathrow, Gatwick and Stansted) to one which is significantly less convenient for you or a significant change of itinerary. A change of leader is not a significant change.
- e) *Force majeure* means any event which either we or the supplier of the service(s) in question could not have foreseen or avoided, even with all due care such as, by way of example, war or threat of war, riot, civil strife, terrorist activity, nuclear disaster, natural disaster, fire, adverse weather conditions, industrial disputes which unavoidably prevent a carrier, hotelier or other supplier from performing their contract and all similar events outside our control. In these booking conditions except where otherwise expressly stated, we regret we cannot accept liability or pay you any compensation where the performance or prompt performance of our contractual obligation is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 11(a) below) as a result of "force majeure".
- f) Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to "force majeure", as defined above, occur. In this very unusual situation, we regret we cannot make any refunds, except where these are obtained from any supplier, or be responsible for the payment of any compensation or other costs of expenses incurred by you as a result.
- g) The maximum party size stated for each tour may be exceeded by one person if the last booking made is by a couple.

**10. FLIGHT DELAYS AND PROBLEMS**

We accept no responsibility or liability in respect of losses or additional expenses incurred as a result of transport delays, flight changes or cancellations, missed flight connections, sickness, quarantine, war, riots or political crises, threat of terrorist activity, strikes, industrial action, government intervention, natural disaster, fire, weather conditions, flood, acts of God or other similar events beyond our control. Any additional costs that result, such as extra flights and hotel accommodation, will be your responsibility and must be paid for directly at the time.

**11. OUR RESPONSIBILITIES**

- (1) We promise to make sure that all parts of the holiday we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We also accept responsibility for what our employees, agents and suppliers do or do not do. We will not, however, be responsible for any injury, illness, death, loss (for example, loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
  - (a) the fault of the person(s) affected or any member(s) of their party or
  - (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
  - (c) an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 9).
  - (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

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 your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them.

- (2) 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. 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 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.
- (3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding amendment charges) 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 have not received any benefit at all from your holiday.

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 £35.00 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see clause 11(4) below.

- (4) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, 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 or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). 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.
- (5) 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 12 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.

If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are

entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

## 12. LIABILITIES

Where we have complied with our responsibilities as set out in Condition 11, we will accept no liability in respect of:

- a) death or physical injury or illness save as provided for in Condition 11 (b);
- b) loss or damage to goods;
- c) loss, damage, or delay or misdirection of your luggage or effects.

We strongly recommend that you check that the cover for personal baggage under your insurance policy is adequate, in particular if cameras, jewellery or other valuable items are to be carried.

All clients are expected to behave with all due consideration for their fellow travellers and accompanying leaders/guides as well as local people. We reserve the right to terminate the holiday arrangements of any person who, in our opinion, or in the opinion of any accommodation owner or manager, airline pilot or other person in authority, is or is likely to cause danger, disruption or annoyance to any of our clients, personnel or any third party or to cause damage to property. In these circumstances, our responsibilities for your holiday, including any return journey, will immediately cease and full cancellation charges will apply. Further, we will not be responsible for meeting any costs or expenses you may incur as a result or for making any refunds or paying compensation.

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 must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

## 13. LICENCE

Bookings are accepted subject, where applicable, to the grant of licences by the Civil Aviation Authority and ratification by the Department of Trade and Industry

## 14. AIR TRAVEL

- a) The air holidays featured in this brochure are based on services of IATA airlines. The conditions of carriage of any airline or other transport operator used will apply, some of which may limit or exclude their liability to you, often in accordance with international conventions. The responsibility of IATA airlines in connection with the tours in this brochure is limited to the carriage of passengers and their luggage in accordance with the Conditions of Carriage of the participating airlines. In other respects this brochure is issued on the sole responsibility of the Tour Operator and not on behalf of, and it does not commit, the airline(s) mentioned therein or any airline whose services are used in the course of the tours.
- b) Flights are scheduled to be operated by airlines as detailed in the appropriate tour details where you will find also the airports of destination. We reserve the right to substitute alternative airlines, aircraft and airports of destination, subject to Condition 9, which changes will not be significant ones entitling you to cancel without penalty.
- c) Surnames and forenames provided must be spelt exactly as they appear in your passport. We accept no responsibility and resulting costs involved if air tickets are issued for names that do not match those in your passport.

## 15. DISABILITIES AND MEDICAL CONDITIONS

Please note that our holidays and tours may not be suitable for people with certain disabilities or medical conditions. Should any member of your party suffer from any disability or medical condition which may affect their holiday, you must provide full details on your booking form including any specific requirements that person has. The booking form must additionally be accompanied by written confirmation that all assistance that the person concerned requires will be provided by other party members as outside assistance may often not be available. We regret that we must reserve the right to decline any booking whenever we feel unable to accommodate the needs of any particular client. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made.

## 16. SPECIAL REQUESTS

Any special request you have (e.g. diet) must be clearly noted on the booking form at the time of booking. Whilst we will endeavour to arrange for any reasonable request to be met if possible, we regret we cannot guarantee that we will be able to do so. Failure to meet any particular request will not be a breach of contract.

## 17. FINANCIAL SECURITY

When you buy an ATOL protected flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information visit the ATOL website at [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)

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 your holiday does **not** include any flights, then in accordance with The Package Travel, Package Holidays and Package Tours Regulations 1992, all United Kingdom resident passengers booking with Wessex Travel and Ornitholidays Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Wessex Travel and Ornitholidays Ltd. **Consumer aware:** Your booking is insured by IPP Ltd and its panel of insurers. This insurance is only valid for passengers who are resident in the United Kingdom and book and pay directly to Wessex Travel and Ornitholidays Ltd. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk). This Insurance has been arranged by International Passenger Protection Limited and underwritten by certain underwriters at Lloyds.

## 18. PRICES AND BROCHURE ACCURACY

Please note, the information and prices shown in this brochure may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

## 19. SCHEDULED AIRLINE FAILURE

If you have booked your own flights we cannot be responsible for scheduled airline failure.

## 20. TRAVEL INSURANCE

It is essential that you have adequate travel insurance for your holiday before you travel. Your insurance must cover you for all medical care and repatriation should you not be able to continue with the tour. This should include evacuation by air should this be necessary, volcanic eruptions and volcanic atmospheric ash and airline strikes. You must provide details of your policy where indicated on the booking form or as soon as possible afterwards.

Please notify us of your next-of-kin and their contact details.

## 21. DATA PROTECTION

In order to process your booking and to ensure that you travel arrangements run smoothly and meet your requirements we need to use the information you provide (such as name, address, any special needs/dietary requirements etc.). We take full responsibility that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. However, we will not pass any information onto any person not responsible for part of your travel arrangements. This applies to sensitive information that you give us such as details of any disabilities, or dietary / religious requirements. (If we cannot pass this information to the relevant suppliers we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures and newsletters. If you do not wish to receive such approaches in the future, please notify us and we will take steps to stop using your information in this way. We will not pass your details to third parties for similar purposes.

## 22. TRAVEL ADVICE

Travel advice is available from the Foreign Office at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) Tel: 0845 850 2829.