



Booking Conditions

1. BOOKING AND PAYMENTS

All bookings are made with the Company: Eagle Expeditions Ltd. Company Number 08925165 Registered address: 13 Ferndale Road, Hereford, HR4 0RW.

- a) A contract exists once the Company has received a signed booking form with payment of first deposits.
- b) The person signing the booking form guarantees payment to the Company of the total cost of the trip booked, on behalf of all members of the party (or their parents or guardians if under 18 years of age).
- c) The person signing the booking form must ensure that all the members of the party are aware of these booking conditions and agree to be bound by them.
- d) This contract is governed by and construed in accordance with English Law and is subject to the jurisdiction of the Courts of England and Wales.
- e) **Full payments of XXX** per paying passenger must be submitted with the signed booking form. Confirmation of your booking will then be returned to you by email.
- f) All deposits are non-refundable.
- g) **The final balance payment must be received by the Company no later than 56 days (8 weeks) before departure: ----DATE-----. Any changes, deletions or special requests must be submitted to and agreed by the Company in writing.**

2. CANCELLATION/CHANGES BY the Company

- a) The Company reserves the right to cancel your trip in the event that you fail to make payments, behave in an improper manner which creates the risk of injury or fires, technical problems to transport, closure of airport or other *force majeure* making it impossible or unreasonable for a party to travel. We guarantee that we will not cancel your trip after the final balance has been paid, except in the circumstances mentioned above.
- b) The Company will ensure that any alternative arrangements offered are of least equivalent standard to those originally booked. If you are advised of a significant change to your trip, you have the choice of accepting these revised arrangements or a full refund of your monies paid. A significant change is defined as a change to your destination, a change to your accommodation of a lower standard or a change to your scheduled time of departure or return by more than 24 hours (excluding flight delays – **please refer to your insurance policy**). Should you choose to accept the revised arrangements the Company will pay compensation to each full fare-paying passenger as per the following schedule.

Period before scheduled departure within which you are notified of a significant change	Compensation per passenger
More than 70 days	£0
35 – 69 days	£10
15 – 34 days	£15



3. CANCELLATION BY YOU

You may cancel your trip. However, there will be a cancellation charge since the Company incurs expenses and losses when you cancel your trip. All deposits are non-refundable. Written cancellations will only become effective when received by The Company by recorded delivery. The table below outlines the scale of charges payable for cancellations made prior to departure.

	Charge payable
From deposit deadline until 71 days prior to departure	0% of the remaining balance
70 (10 weeks) – 56 days (8 weeks) until departure	60% of the remaining balance
55 days or under until departure	100% of the remaining balance

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less applicable excess and premium) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

In the event of cancellations due to changes in Covid-19 restrictions which make it impossible to travel to your destination, the Company will seek refunds and vouchers for the bookings made on behalf of the client. What can be reclaimed will depend on the terms and conditions of each individual supplier. The Company will return all refunded money and vouchers to the clients.

4. CHANGES BY YOU

You can make changes to your trip booking. However, there may be financial consequences if you do so. After the Company has sent you the confirmation of your booking, we have no obligation to make any change other than allowing you or any member of your party who is prevented from travelling to transfer their booking to someone else, provided you give us reasonable notice of the transfer and we are not prevented from doing this by a third party. Any changes must be submitted in writing and sent to the Company by recorded delivery, if we are able to make the change there will be a charge as shown on the scale below:

When notification is received	Change of name only	Other changes
More than 42 days before departure	£25 per name change	£50 per change
42 – 49 days	£50 per name change	Cancellation charges
28 days or less	£75 per name change	Cancellation charges

Name changes within 42 days of departure involving scheduled flights will incur additional charges and possible cancellation charges that may be levied by the airline. You will be liable for these charges in addition to the Company administration fee. In addition to the charges shown above, you are also liable for any costs incurred by the Company to make the change.

5. RESPONSIBILITIES OF PARTY LEADERS

The Party Leader is responsible for completion of passport formalities and any other personal arrangements that may be necessary such as **visa, currency and medical requirements** and for ensuring that all members of the party are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in the obtaining of such documentation.

The Party Leader is responsible for ensuring that the party reaches the starting point of the tour at the correct time. The Party Leader is responsible for the supervision of the party and shall take reasonable steps at all times during the tour to prevent damage or disturbance. Full payment for any such damage or loss caused by the party



must be paid directly 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 your own and the other party's full legal costs) as a result of your actions.

In the event of any party member behaving in such a way as is likely (in our reasonable opinion or the reasonable opinion of any person in authority) to cause offence, damage, or distress to others, we reserve the right to terminate that person's tour arrangements and we will not be liable to complete their tour arrangements and will not be liable for any refund, compensation, or any other costs you have to pay.

The Party Leader must further ensure that they and their party observe all the local laws and regulations that apply to them and their party including the consumption of alcohol. Subject to local laws and regulations, you must ensure that no member of your party who is under 18 years consumes alcohol unless you have the written agreement of their parent or guardian that they may do so.

Alcohol must not be drunk to excess. You must ensure that no member of your party smokes in bedrooms or any other area where smoking is not permitted.

We cannot accept liability for the behaviour of others in your accommodation or if facilities are removed.

6. YOUR FINANCIAL PROTECTION

Your money is protected with Protected Trust Services. More information can be found at the following links:

<https://www.protectedtrustservices.com/services/consumer-protection/>

<https://www.eagleexpeditions.co.uk/pts>

All the flights and flight-inclusive holidays are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.caa.co.uk

When you buy an ATOL protected flight or flight inclusive package 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.

Eagle Expeditions is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with [Company Name] are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and paid into an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.



7. ACCEPTANCE OF BOOKING

We confirm the details of your booking as soon as possible after we receive your initial deposit and booking form duly completed and signed by you.

8. PRICE CONDITIONS

All tour prices are based on the costs of transport, accommodation, etc. on **28/11/2022** and on the exchange rate prevailing that day as quoted in the Financial Times "Guide to World Currencies".

The rate was as follows: **£1 = €1.1622**

The prices of all tours may be subject to surcharges for increases in transportation costs such as fuel, scheduled airfares and other airline surcharges which are part of the contract between transport organisers and the tour operator or organiser, government action such as increases in VAT or any other Government imposed increases and currency changes in relation to an adverse currency exchange rate variations. Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, where you have to pay a surcharge there will be an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid except for the non-refundable deposits. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date of the written notification of the price increase. Any surcharge must be paid within 14 days of issue of the surcharge invoice or by the balance payment due date, whichever is the later. Please note that some elements of your package may be contracted in sterling rather than local currency and some apparent changes will have no impact on the cost of your travel or other elements.

9. LIABILITY

We accept responsibility for the quality of the services that we provide. We also accept responsibility for any loss or damage that you or any member of the party may suffer as a result of the acts or omissions of our employees, agents, sub-contractors or suppliers. If you or any member of the party suffers death, injury or illness as a result of the negligence of our employees, agents, sub-contractors, or suppliers, we will accept responsibility provided they were acting within the scope or in the course of their employment at the time of the occurrence, and pay such damages as might have been awarded in such circumstances under English Law subject to the following:

(i) We cannot accept liability in the event of:

- a) You or any member of your party being at fault;
- b) The failure being the fault of a third party not connected with providing the services that make up the holiday confirmed to you;
- c) Any unusual or unexpected circumstances beyond our control which we could not have avoided even with all due care;
- d) Any event that we or the supplier of any service could not reasonably avoid or prevent. Additionally we cannot accept liability for any business losses.

(ii) Our liability will also be limited in accordance with and/or in an identical manner to:



(a) The contractual terms of the companies that provides the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices.

(iii) Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

(iv) It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with clause 10 'Complaints'. Where any payment is made to you or any member of your party, that person (and their parent or guardian if applicable) will assign to us or our insurers any rights they may have to pursue any third party. In addition you must give us and our insurers your full co-operation.

(v) If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to us.

10. COMPLAINTS

Eagle Expeditions is an independent Tour Operator. We do our best to act at all times in the best interest of our customers and to maintain a good reputation. We expect that you and your party will enjoy a trouble-free and successful tour. However if you have any complaint you must inform us and the supplier of the service in question immediately so that the problem can be quickly resolved in the location that it arises. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the tour location and this may affect your rights under this contract.

Notice in writing of any claim or dispute arising out of this contract must be received by us within 28 days of the date on which the tour ended.

11. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates including requirements for any member of the party who is not a British citizen or does not hold a British passport. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. If failure to have any necessary travel or other documents results in fines, surcharges, or other financial penalties being imposed on us, you will be responsible for reimbursing us.

12. TRAVEL DURING COVID-19



The Company has put the necessary measures in place to ensure that all health and safety protocols are being followed to reduce the risk of spreading the Covid-19 virus. We follow all necessary guidelines. The responsibility of safety and hygiene remains the clients.

- All clients will be responsible to ensure that they fully comply with the requirements of each of the countries that will be visited and entered for the duration of the trip.
- All documentation remains the responsibility of the client and the Company will not be held accountable or responsible for any client not in possession of their own paperwork.
- The Company will not be liable for any claims arising from a client being denied access into a country due to non-compliance with covid-19 regulations
- Should a client contract the Covid-19 virus while on the trip, the cost of all additional expenses (including but not limited to testing, medical related expenses, hospitalisation, quarantine accommodation) will be for the client's own account.
- No refunds will be granted for unused nights and services in the event a client contracts covid-19 while on the trip.
- Any guest not adhering to protocols on tour may be required to leave the trip at their own expense.
- It remains the responsibility of the client to ensure that adequate travel and medical insurance cover is purchased prior to arrival.