

## **Booking Conditions**

### **Please Read Carefully**

#### **1. Your Holiday Contract**

The following booking conditions form the basis of your contract with Native Escapes Limited whose registered office is New Bridge Street House, 30-34 New Bridge Street, London EC4V 6BJ (company registration number 06324999) (“NE” / “we” / “our” / “us”). The Contract will come into existence once we have issued our Booking Confirmation to you. No employee of NE other than a director of NE has authority to vary or amend any of the terms of the Contract or any promise, discount or refund.

#### **2. To Secure Your Booking**

To secure a booking we require a completed booking form (available on our website or from us direct) together with the necessary deposit. If a booking is made less than 10 weeks prior to departure then the deposit and the balance are payable at the time of booking and you will be expected to pay for the full cost of the holiday at that time in order to secure the booking.

Customers making a booking will be deemed to have read and accepted these Booking Conditions together with the general information pages contained on our website and any relevant brochures or documentation issued to you by us, including but not limited to our Privacy Policy and Terms of Use Policy on our website.

If more than two people are booking a holiday together, then this will be a ‘Group’ booking. The person making a booking on behalf of a Group will be the ‘Party Leader’. The person signing the Booking Form as ‘Party Leader’ warrants that he/she is over 18 years of age and has full capacity and authority to do so on behalf of all persons whose names appear on the Booking Form and of others whom he may later add to the Group. He/She also confirms that all such persons are fully aware of and accept these Booking Conditions and the details contained in the documentation referred to in these Booking Conditions. Booking Forms can be submitted via post, fax, internet or email. Once your Booking Form has been received, together with appropriate payments, we will issue a Confirmation Invoice. A binding contract between us comes into existence at the moment that we dispatch the Confirmation Invoice to the Party Leader.

We, or our agents, reserve the right to decline any booking at our discretion.

Provisional bookings can be made over the telephone or the internet but are not guaranteed and will not be confirmed by us until we have received a completed Booking Form and accompanying payment and we have issued our Confirmation Invoice. If the completed Booking Form and payment is not received by us within 5 days of the booking being made over the telephone or internet the provisional booking will be deemed cancelled and the place(s) will be released for resale.

We regret we are unable to accept provisional telephone bookings less than ten weeks prior to departure and any provisional bookings previously made will expire at this time.

Should there be an issue, such as availability, following the submission of your Booking Form we will not process any monies until you have been informed and we have resolved the issue. If the issue cannot be resolved we will be happy to cancel your booking and to return your money to you.

#### **3. Prices**

Any prices quoted are subject to change and in the event of this we will notify you prior to issuing your Booking Confirmation and Invoice. If we have provided you with a quotation for your holiday, then the price set out in the quotation will be valid for the period stated in your quotation and we will notify you of any changes to the prices prior to issuing your Booking Confirmation and Invoice.

The deposit payable as set out in Clause 2 above shall be calculated as a percentage of the total cost of the holiday. Where flight costs are incurred, we will request the full amount of those costs as part of the deposit.

Holiday prices may be subject to change after booking. Holiday prices may alter up or down by a maximum of 10% due to unforeseen air or ground cost fluctuations. In the unlikely event that the holiday price increases above 10% you may cancel your holiday and will be entitled to a full refund of monies paid to us.

We reserve the right to vary the price of your holiday in relation to changes in transport costs (including the cost of fuel), dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, government action such as increases in VAT or any other government imposed increase, or the exchange rates mean that the price of your travel arrangements may change after you have booked. However, we will not vary the price of your holiday less than 30 days before your departure date. If variations occur before that time, we will absorb or retain an amount up to the first 2% (excluding any amendment charges) of your invoiced holiday cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain any monies owed in respect of any decrease. If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us (as mentioned above) except for any amendment charges. Should you decide to use this cancellation entitlement you must exercise your right to do so within 14 days of the date of our surcharge invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday price, then any refund due will be paid to you. However please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

#### **4. Payment for Your Holiday**

The balance of all monies due, including any surcharges applicable at that time, must be paid to us or our agent not later than 10 weeks prior to departure, the date of which will be shown on your Confirmation Invoice. In the case of non-payment of the balance by the due date, we reserve the right to cancel your booking and cancellation charges will apply in accordance with Clause 5 of these Booking Conditions. Should the booking be made less than 10 weeks prior to departure then the deposit and the balance are payable at the time of booking and any extra costs incurred by booking so close to the departure date shall be notified you.

Payments of balances by credit/debit card may be subject to a surcharge to cover the cost of the card issuer fees which will be updated from time to time according to changes made by the card issuer. At time of publication, these were 3.4% of the total cost of the holiday for all card payments. Balance payments by cheque or bankers draft attract no such supplementary charge.

If a Group booking has been made and the members of that Group wish to pay us individually and not through the Party Leader, then we will charge an administration fee of £25 per payment to process these payments separately from the payments made by the Party Leader.

**Where Car Hire is a part of the holiday**, it is essential that the related charges on credit or debit cards are checked as correct at the time of vehicle drop-off and any irregularities are rectified with the car hire supplier. We will not be liable for any irregularities or related charges that later become apparent.

#### **5. If You Change Your Booking**

An administration fee of £25 per person plus any additional cost incurred will be charged if a confirmed booking is changed or transferred to a different departure date or holiday at your request, up to ten weeks prior to departure. Any change made after this time will be treated as a

cancellation in relation to that aspect of the holiday and subject to charges relative to that cancellation at the rates laid out in Clause 6 below.

If the change made results in an increase in the cost of your holiday and the change is made prior to ten weeks before departure there will be an increase in your deposit as well as the final payment. If the change is made within the ten weeks prior to your departure the full difference will be payable. If the relevant payment is not made within 3 days of the change being made we will have the right to cancel the holiday. If you subsequently cancel the holiday to which you have transferred, the full deposit will be forfeited and cancellation fees will apply as set out in clause 6 below.

Please note that changes are subject to availability.

If you are prevented from travelling on the holiday you booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), you may transfer your booking to another person provided they meet all the requirements relating to that holiday, that the holiday arrangements remain the same and subject always to all suppliers relating to the holiday booked (eg accommodation providers, etc) agreeing to accept the name change. If the suppliers relating to the holiday booking do not accept a transfer of the name to another person, then such request to transfer will be deemed to be a cancellation of the holiday and be subject to the cancellation provisions at Clause 6. You must provide proof of why you are unable to travel at the time you request to transfer your booking. The booking cannot be transferred within 4 weeks of the date of departure.

If a transfer is allowed, administration charges will apply:

We are advised up to 60 days prior to departure	£40 per person (plus any extra charges levied by suppliers)
We are advised less than 60 days prior to departure	£100 per person (plus any extra charges levied by suppliers)

Bookings may not be transferred to another person in any other circumstance. In the event of you transferring your booking to another person, you are jointly and severally liable for payment of the holiday price and other associated expenses. The person to whom the booking is transferred must agree to be bound by these Booking Conditions and will be required to complete a Booking Form.

#### **6. If You Cancel Your Booking**

Should you wish to cancel your holiday, cancellation charges will be imposed. These are calculated from the day written notification is received by us, or our agents, signed by the Party Leader. We take no responsibility for non-delivery or non-receipt of the notification of cancellation from you.

The cancellation charge will be calculated as a percentage of the total holiday price or, if the cancellation relates to a particular excursion, the total price of that excursion, including surcharges, as shown below:

Period before departure date that letter is received	Cancellation charge as % of total holiday costs
Before 70 days	deposit only
60 – 40 days	50%
39 - 31 days	75%

30 days or less	100%
Non arrival	100%

### **7. If You Have a Complaint**

In the unlikely event of a complaint whilst on holiday, we would ask you to inform our agent, tour representative or group leader as soon as possible whilst on your holiday in order to give us and/or the tour representative the opportunity to try and resolve any problems immediately. Should you have a complaint about any of the holiday arrangements, we would ask you to inform both the relevant supplier and our representative at the time. Failure to inform relevant people of any issues as soon as possible may result in our ability to resolve the matter or your ability to make any claim being extinguished or at least reduced. If you have a complaint or dispute with us which you are unable to resolve at the time, you should write a letter of complaint e-mailed to [info@nativeescapes.co.uk](mailto:info@nativeescapes.co.uk) no later than 28 days after the end of the holiday. This must include all relevant information and details of how you have attempted to resolve matters whilst on holiday in accordance with this clause.

### **8. Passports, Visas and Vaccinations**

It is your responsibility to ensure that you are in possession of a valid passport and all necessary travel and health documents required for the entirety of your journey before departure, including any relevant visas or documentation required for you to travel to and access areas to where you are travelling. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website ([www.fco.gov.uk](http://www.fco.gov.uk)). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before travel. If you or any member of your party is not a British Citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

You are recommended to obtain a copy of the leaflet "Health and Advice for Travellers" published by the Department of Health which is available from most post offices or by telephoning: 0800 555 777, prior to travel. If you are pregnant, before confirming your booking please check to ascertain whether the airline on which you will be flying will accept your reservation as restrictions may apply.

### **9. Insurance**

Travel Insurance is your entire responsibility. You must ensure that you (and all members of your party) have sufficient travel insurance in place to cover you, together with your personal property, at all times and for all potential risks. You must ensure that your insurance covers you for the full duration of your holiday including, but not limited to, medical expenses, injury, death, repatriation (including helicopter rescue and air ambulance), cancellation and curtailment, and in respect of any sports or activities that you may wish to do whilst on your holiday. You must also ensure that there are no exclusion clauses limiting protection for the type of activities included in your holiday. Customers joining the holiday without adequate insurance may not be allowed to continue on the holiday and refunds will not be offered in this instance.

### **10. Consumer Protection**

When you buy an ATOL protected air package holiday from Native Escapes, you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's License number 9709.

In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money that you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### **11. Holiday Participation**

In accepting the Booking Conditions, you agree to accept the authority and decisions of our employees, tour leaders and agents whilst on your holiday with us. If in the opinion of such persons the health, level of fitness or conduct of you or a member of your party at any time before or after departure appears likely to endanger the safety, comfort or progress of a holiday, you or a member of your party may be excluded from all or part of the holiday without refund or recompense. In the case of ill-health, we may make such arrangements as we, or our agents or representatives, see fit and recover the costs thereof from you. We shall not be liable if you or any member of your party are unable to participate in the holiday due to your own negligence. Examples of this include, but are not limited to, the following: any member of your party is unable to travel for medical reasons, fails to be in possession of a passport which meets the requirements of the country(ies) of the holiday (please note that some countries require you to have at least 6 months validity on your passport from the date on which you leave that country), fails to get a required visa or health certificate, fails to check in early enough to catch the flight or to turn up in time for an excursion/activity for whatever reason, mislays or loses holiday documentation, is reasonably excluded by a supplier because of misconduct or medical reasons or is not provided with a holiday service because of an error in the information given by you.

If in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, you are behaving in a way which will cause or is likely to cause danger or distress or annoyance to others or damage to property we may terminate your holiday. If this happens, we will not pay you anything and you will be responsible for travel back to the UK. If we incur expense as a result of your behaviour you shall fully compensate us for that expense.

### **12. If We Change or Cancel Your Holiday**

Due to the nature of the holiday it is possible that we may have to make changes to your travel arrangements and we reserve the right to do so at any time. For scheduled group departures: Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one which allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must be taken as an indication of what each trip should accomplish, and not as a contractual obligation on the part of NE. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not provided.

It is a fundamental condition of joining any of our holidays that you accept this flexibility, and acknowledge the possibility of delays and alterations caused by conditions including, but not limited to, local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. We will always endeavour to provide suitable alternative arrangements but if this is impossible or if you are unable or choose not to complete an itinerary, we shall not be responsible for supplying an alternative itinerary, excursion, accommodation, service or staff for the period when you are not present with the group, but in these circumstances we will endeavour to arrange transport back to your point of departure should you so wish.

We reserve the right to cancel a holiday in any circumstances. However we will not cancel a holiday less than 10 weeks before departure unless:

1. the minimum number of customers required for the particular travel arrangement is not reached;
2. reasons of force majeure make the holiday impossible, these can include (but are not

limited to), war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics, or health risks, technical or maintenance problems with transport, closed or congested airports, ports or stations, changes imposed by re-scheduling or cancellation of transportation by the transport supplier, such as flights by airlines or main charterer, the alteration of airlines or aircraft types, or other similar events beyond our control;

3. you do not pay the final balance in accordance with these Booking Conditions.

In all cases except (3) we, upon cancellation, will return all monies paid, or offer an alternative holiday of comparable standard.

We will not pay compensation if forced to cancel or change your holiday due to situations outlined at points (1) or (2) above. Compensation includes, but is not limited to, any charges associated with 'non-flexible' type connecting rail or air fares.

### **13. Our Liability**

Bookings are accepted on the understanding that you (and those members of your party) appreciate the risks inherent in adventure and independent travel and that you all undertake the trips featured in our programme at own volition and of your own free will.

We accept responsibility for the services we have contracted to provide to you directly, subject to the limitations included in these Booking Conditions, We are not responsible for and have no liability for the acts or omissions of third parties (such as those providing excursions or other activities which you do not book through us).

Native Escapes will have no liability to pay compensation to the Client for any failure to properly perform the holiday contract, where the failure is attributable to the Client.

We will not be liable to you for any failure to properly perform the holiday contract, where the failure is:

- attributable to a third party unconnected with the provision of the holiday services, and which was unforeseeable or unavoidable;
- due to unusual and unforeseeable circumstances beyond our control (such as circumstance of 'force majeure'), the consequences of which could not have been avoided even if all due care had been exercised;
- due to an event which we, even with all due care, could not foresee or anticipate.

Where we are required to pay you compensation, whether as provided in these Booking Conditions or otherwise, we will pay £40 per person, or, in appropriate circumstances, increase the sum to a maximum of two times the price of the holiday in respect of the relevant person to whom compensation is payable, except as regards any liability in respect of death or injury.

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

- (a) the contractual terms of the companies that provide 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.

Flight delays do regrettably happen and in such cases the airline is responsible for your arrangements where necessary. Where long flight delays result in late arrival at your destination, we are unable to give a refund on unused accommodation as rooms are held for delayed arrivals. Where long flight delays result in lost holiday time, you should check what coverage you have in

your travel insurance. If you incur payments for such services in the event of a delay, we will not be liable for any such payments.

Should your flight be cancelled, your rights and remedies will be governed by the airline's conditions of carriage. As a result you may be entitled to: (a) carriage on another flight with the same airline without additional costs; (b) re-routing to your destination with another carrier without additional costs; (c) receiving a full refund; or (d) some other right or remedy.

We therefore do not accept any liability for any delay in your transportation from or to the UK whether the cancellation or delay is caused by adverse weather conditions, rescheduling by a transport supplier, airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action. Where long flight delays result in lost holiday time, no refunds are given by us and you should contact your airline if this occurs and check what coverage you have in your travel insurance. If you incur payments for such services in the event of a delay, we will not be liable for any such payments.

Where flight or ground arrangements to commence the holiday are not included as part of the holiday itinerary, our responsibility does not commence until the appointed time, and we shall not be responsible for any additional expenses incurred by you to meet up with the group, your guide, or at the point at which your itinerary booked by us commences. Where an inability to commence the trip at the nominated time occurs, and is outside of your control, compensation for late arrival and ensuing costs for meeting up with the trip should be sought from your own travel insurance and is not our responsibility. In any event, you should notify us of your late arrival as soon as is reasonably possible and make arrangements to commence the trip. The costs of commencing a trip will not be borne by us and are your own responsibility.

#### **14. Marketing**

Unless you provide us with written notice to the contrary, any likeness or image of you secured or taken on any of our holidays may be used by us without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

All information published has been completed from current material and we have taken the utmost care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situation may be dictated by local circumstances, necessary maintenance (swimming pools), unsuitable weather, fuel shortages, accidental damage to accommodation or any other circumstances totally beyond our control.

#### **15. Data Protection**

By completing the Booking Form you agree to be bound by the Privacy Policy available on our website.

#### **16. Law and Jurisdiction**

This contract is made on the terms of these Booking Conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.