

## **WILD ABOUT TRAVEL LIMITED**

### **BOOKING CONDITIONS**

The following booking conditions form the basis of your contract with Wild About Travel Limited. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. "We", "us" and "our" means Wild About Travel Limited. "Departure" means the start date of the arrangements we have booked for you.

#### **1. Making your booking**

To make a booking, you must complete our booking form. This must be signed by the first named person on the booking ("party leader"). The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By signing the booking form, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

The completed signed booking form must then be sent to us together with the payment referred to in clause 2 below.

Subject to the availability of your chosen arrangements, we will confirm your holiday by sending the party leader a confirmation letter. Please check this confirmation letter carefully as soon as you receive it and contact us immediately if any information in this or any other document or communication 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 (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [info@wildabouttravel.co.uk](mailto:info@wildabouttravel.co.uk).

#### **2. Payment**

In order to confirm your chosen holiday, a deposit of 25% of the total cost of the arrangements must be paid. If you are booking on or after the date the balance would normally be payable (see below), full payment must be made at the time of booking.

If not already paid, the balance of the holiday cost must be received by us by the date we advise you at the time of booking (which will usually be 60 days prior to departure depending on the country you are visiting). This date will be shown on the confirmation letter. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep your deposit. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

#### **3. Your contract**

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

#### **4. The cost of your holiday**

**Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.**

We reserve the right to make changes to and correct errors in our prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as embarkation or disembarkation fees at ports or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 9 "Changes and Cancellations by us".

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 9 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

#### **5. Special requests and medical conditions / disabilities**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request in your confirmation letter or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you have any medical condition or disability which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

#### **6. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £20 per person affected by the change will be payable together with any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than 21 days before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers as a result together with an amendment fee of £20 per person must be paid before the transfer can be effected. Any overdue balance payment must also be received.

#### **7. Cancellation by you**

Should you need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.

<b>Period before departure within which written notification of cancellation is received by us</b>	<b>Cancellation charge per person cancelling</b>
60 days or more before departure date	Deposit
30 – 59 days before departure date	50%
20 to 29 days before departure date	75%
19 days or less before departure date (including failure to appear)	100%

No refunds can be provided for any cancellation or curtailment after departure or for any services which are not used for any reason.

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

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any discounts or concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

See clause 6 "Changes by you" if any member(s) of your party are prevented from travelling.

#### **8. Insurance**

It is essential that you take out travel insurance with a reputable provider which is adequate and appropriate for your particular needs and covers all activities included in your itinerary or which you may participate in while you are away. Please ensure you check the policy terms (including the exclusions) when you purchase the insurance which you should do at, or as soon as possible after, the time of booking so as to protect you against cancellation for reasons outside your control.

You must take your policy details away with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

#### **9. Changes and cancellation by us**

Occasionally, we have to make changes to and correct errors in website and other advertised details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. For example, we may have to reverse the direction or order of the itinerary or make other changes which do not have a significant effect, usually for reasons which are outside our control. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away or a significant change of itinerary missing out one or more major destination substantially or altogether. A minor change is any change which is not significant.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel we will, where compensation is appropriate, pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

#### **10. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **11. Our Liability to you**

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 10 above

(3) 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 by us and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase in resort. Please also see clause 15 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) 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 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 complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care

(5) 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 £1000 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11(6) below. This maximum amount will be payable in the unlikely event that everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any sea or rail carrier to which any international convention or EU regulation applies, 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 concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

#### **12. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our local agent and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our agent and the supplier as soon as possible. If you cannot contact our local agent for any reason and/or any complaint or problem is not resolved to your satisfaction by the agent / supplier, you must contact us in the UK using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it.

Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

#### **13. Behaviour and damage**

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 (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### **14. Conditions of suppliers.**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 11(4)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

#### **15. Excursions, activities and general area information**

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

#### **16. Passports, visas and health requirements**

The passport and visa requirements applicable to British citizens holding a British passport will be provided at the time of booking. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before departure. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you are not a British citizen or hold a non British passport, it is your responsibility to check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

Details of any compulsory health requirements applicable to British citizens will also be provided at the time of booking. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website [www.dh.gov.uk](http://www.dh.gov.uk)). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

#### **17. Foreign Office Advice**

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) which you are recommended to consult before booking and in good time before departure.

#### **18. Financial security**

In order to protect your payments, we operate a trust account in accordance with the requirements of the Package Travel and Linked Travel Arrangements Regulations 2018.

All monies you pay us for your holiday will be paid into a trust account which is controlled by an independent trustee. These monies will not be released to us until the end of your holiday. This means all monies you have paid us for your arrangements will be refunded to you in the unlikely event of our being unable to provide your holiday due to our insolvency.

As we do not arrange any international or domestic flights, you are responsible for your own international travel arrangements.

#### **20. Delay**

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations. Whilst we are not involved with booking of flights, we and our local agent will endeavour to assist you where we can.

#### **21. Accuracy of website and advertising material**

**The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. Any prices provided are for illustrative purposes only. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.**

#### **22. Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

#### **23. Data protection**

We are a data controller for the purposes of the Data Protection Act 1998. Details of the personal data we collect from you and what we do with this data, including who we will or may disclose it to, are shown in the data protection privacy policy which appears on our website. A copy of this policy is also available on request.

Wild About Travel Limited is a company registered in England and Wales: Reg. no. 5522066. Registered Office: 25 Sapley Road, Hartford, Huntingdon, Cambridgeshire, PE29 1YG, UK.

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