



## BOOKING CONDITIONS

The following booking conditions form the basis of your contract with Think Birding Ecuador, a trading name of Think Galapagos Ltd, registered number 5224319 and registered office 25 Trinity Lane, Beverley, East Yorkshire HU17 0DY. 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”, “expedition”, “booking” 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 Think Galapagos Ltd.

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

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

### 2. Payment

In order to confirm your chosen holiday, the applicable deposit (see individual trip details for the amount) or full payment (if booking within 10 weeks of departure) must be paid at the time of booking. Payment must be made by cheque or banker’s draft payable to Think Galapagos Ltd.

The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) 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 all deposits paid or due at that date. 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.

### 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 advertised 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 landing taxes or embarkation or disembarkation fees at ports or airports 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, please advise us at the time of booking. We will pass requests on to the relevant supplier but regret we cannot guarantee any request will be met.

If you have any medical condition or disability which may affect your holiday or has 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, please 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 minor changes can be made, there will generally be no charge for doing so. If a major change is requested which we are able to arrange, we reserve the right to pass on any costs we incur (including an administration charge if appropriate) and any costs or charges incurred or imposed by any of our suppliers. 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 2 weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us (including an administration charge if appropriate) and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected. Any overdue balance payment must also be received. 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.

#### **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>
70 days or longer	Deposit
35 to 69 days	50%
Less than 35 days (including after departure)	100%

No refunds or credit can be given in respect of any unused services which form part of your holiday.

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 persons travelling on the booking below the number on which the agreed price was based (for example, where only one person will as a result be occupying a twin / double room), we will recalculate the price payable by the remaining party members and re-invoice you accordingly.

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

## **8. Insurance**

You must have adequate and appropriate travel insurance which as a minimum provides protection against medical expenses, personal accident, loss or damage of luggage and cancellation for reasons outside your control. Before travelling, you must provide us with confirmation that you have such insurance. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We are not in a position to check the suitability of individual insurance policies.

Please read your policy details carefully and take them with you on holiday.

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

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in 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.

Please note, our group holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no later than 12 weeks before the start of the holiday.

Most changes are minor. 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 yacht to that of a lower standard a change of UK outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you (except as between Gatwick, Heathrow, Luton and Stansted) or a significant change of confirmed itinerary. Please note, your yacht will only be changed to one of a lower standard where necessary as a result of circumstances beyond our control.

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. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. 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.

Please note, the above options are not available where any change made is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 19 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

If we have to make a significant change or cancel we will as a minimum, 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 (1) 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 or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). 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.

Please also see clause 19 "Delay and Denied Boarding Regulations".

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.

(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 services you purchase during your holiday. 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 or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided.

(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.

(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 air, sea, rail or road 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 Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air and the Athens Convention for international travel by sea). Copies of the applicable international conventions and regulations are available from us on request.

## **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 your expedition leader or guide and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to your expedition leader or guide and the supplier as soon as possible. If you are not at the time accompanied by an expedition leader or guide and any complaint or problem is not resolved to your satisfaction by the 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 the end of your holiday giving your booking reference and full details of your complaint. Only the party leader should write to us. Except where death, personal injury or illness is involved, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

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 (except as set out below) and that any claim which arises between us will be dealt with by the courts of England and Wales only.

## **13. Authority of your expedition leader or guide, damage and behaviour**

Your expedition leader or guide has the authority to make such decisions as he / she considers appropriate in the circumstances in the interests of the safety, health, wellbeing or enjoyment of the entire group or individual group members. Such decisions may result in changes to the planned itinerary. By signing the booking form, you acknowledge and accept this authority.

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

The passport and visa requirements applicable to British citizens for the holidays we offer are shown on our website. Requirements may change and you must check the up to date position in good time before departure. If you are not a British citizen or hold 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.

Details of any compulsory health requirements applicable to British citizens for your holiday are shown on our website. 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)

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. If you fail to obtain any required visa and cannot therefore travel, cancellation charges will apply.

#### **16. 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.

#### **17. Financial security**

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 10266). When you buy an ATOL protected air inclusive holiday from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme \*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

We have also taken out an insurance policy with International Passenger Protection which covers holidays which do not include flights. This arrangement means your money will be refunded or you will be taken to the end point of your holiday arrangements if already abroad in the unlikely event of our being unable to provide your holiday due to our insolvency.

#### **18. Website / advertising material accuracy**

The information appearing 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. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

#### **19. 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.