

# Booking Conditions

These are the terms and conditions which will apply to your holiday.

Please read them carefully as on signing the booking form you will be bound by them.

## The Contract

Odonatours Ltd is a special interest travel venture incorporated in 2015 by Phil Benstead. On booking you are entering a contract with Odonatours Ltd of Gardener's Cottage, Rainthorpe Hall, Flordon, Norwich, Norfolk, NR15 1RQ. This agreement is to be interpreted and enforced only in accordance with English Law.

## YOUR COMMITMENTS TO US

### Payment

On booking you must enclose the required deposit per person. Deposits are non-refundable but are transferable. The balance of the holiday is due for payment ten weeks prior to departure. You will be sent an invoice from Odonatours Ltd approximately twelve weeks before departure reminding you of this. If the balance remains unpaid after this date we reserve the right to cancel your booking and retain the deposit you have paid.

### Cancellation by you

The deposit is paid to us as a sign of your willingness to utilise travel arrangements and accommodation, which we reserve on your behalf. Should you, or any member of your booking, be forced to cancel your holiday reservation you must do so in writing and this must be signed by the person who signed the booking form. The cancellation will take effect from the date that written notice is received at our office. All cancellations are subject to a charge (payable by the person who signed the booking form) based on estimated losses and calculated on a sliding scale as follows:

Period before date of departure	Cancellation costs (as a percentage of the total holiday costs)
Prior to 70 days	deposit only
Between 70–57 days	35%
Between 56–22 days	70%
Between 21–1 days	100%
Day of departure or later	100%

### Alterations by you

The following sets out any charges applicable for changes you may decide to make to your holiday reservation once you have sent us your booking form and deposit. In all cases you must notify us of your wishes in writing.

a) A change of holiday within ten weeks of departure will be treated as a cancellation and charges will be levied as set out in the table above.

b) If you wish to make any other alteration to your original booking you will be charged an alteration fee of £25.00 per booking form, together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. We regret that we can only make such alterations on receipt of the fee.

### Insurance

All participants must be covered by insurance before setting out on holiday, preferably from the time of booking. This must cover you fully against the cost of cancellation by you, medical care and repatriation should you become too ill to continue the holiday, and must cover you against the cost of air evacuation from the mountains should sickness or injury necessitate such a course of action. You should also note that passenger liability insurance covering the vehicles that we use, particularly in third world countries, may be inadequate: it is therefore important that your insurance cover makes sufficient provision for your dependants in the event of an accident. Please read your policy carefully and take it with you on holiday. It is your responsibility to ensure the insurance cover you purchase is suitable and adequate for your needs. We do not check insurance policies.

### Passports and Visas

It is the responsibility of each passenger to ensure they have a passport valid for 6 months beyond the end of the tour and any applicable visa/s plus any compulsory vaccination certificates at the time of travel. Advice for UK passport holders can be found at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo).

On a holiday of this nature it is necessary that you abide by the Authority of the Tour Leader. Signing our booking form signifies your agreement to this, and if you commit any illegal act when on holiday, or 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 or fauna (including the collecting of any specimen from the natural world) we are entitled, without prior notice, to terminate the holiday of the persons 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.

### **Complaints**

In the unlikely event of a complaint please refer to the group leader. If the problem still cannot be resolved, then please write to our office within 28 days of the end of the tour, giving your booking reference and all relevant information. It is unlikely that you will have a complaint that cannot be settled amicably between us. Disputes relating to your holiday, which cannot be amicably settled may (if you wish) be referred to arbitration under a special scheme administered by the Chartered Institute of Arbitrators.

## **OUR COMMITMENTS TO YOU**

### **Alterations by us**

We will do our utmost to provide the holiday arrangements that have been confirmed, but we must reserve the right to modify or cancel any holiday, accommodation or arrangement, or change tour leader, if unforeseen circumstances arise. In such circumstances, we will inform you as soon as possible, and, should the change be a major one, we shall offer you the choice of acceptance of the change, an alternative holiday, or a full refund of all monies paid. Where the change is a minor change we will, if practicable, advise you before departure but we are not obliged to do so or to pay you compensation. A major change includes such changes as 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. We accept no responsibility for additional expense due to delays or changes by the air, sea or coach services, nor weather, strikes, acts of God, quarantine and other causes beyond our control.

### **Itinerary alterations**

We will be travelling to foreign countries with all the uncertainties of local bureaucracy and travel that this entails, and so we must be flexible. Circumstances can change, requiring immediate and necessary decisions by our tour leaders. In the best interests of our clients, we reserve the right to alter the itineraries at any time, and will not be held liable for any loss whatsoever caused as a result of changes or delays.

### **Prices and surcharges**

The prices in this brochure are based on the foreign currency exchange rates, tariffs and other costs prevailing at the time the holiday was put together. 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. These prices may be subject to surcharges as a result of government action, currency fluctuations and changes in internal airfares and airport taxes. Odonatours will absorb increases of up to 2%, and where possible we will absorb greater increases too, however we reserve the right to pass on increases of over 2% in the form of a surcharge. We will notify you of any surcharges at least thirty days prior to departure. If the surcharge exceeds 10% of the holiday price you may elect to cancel the holiday and receive a full refund of all monies paid. If you wish to cancel you must notify us within 10 days of receiving the surcharge invoice otherwise the surcharge will be deemed to have been accepted by you.

### **Tour cancellation**

We must regretfully reserve the right not to operate any tour on which there are insufficient bookings ten weeks before departure. Full payment including your deposit will be refunded. Should your tour have to be cancelled by us, including within 8 weeks of your departure date for reasons of 'force majeure' (circumstances such as, but not limited to, war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear activity, disease, fire or adverse weather conditions) you will be offered a full and prompt refund of all monies paid to us by you. Please note expenses relating to a delayed return due to strikes or natural disasters are normally the responsibility of the airline concerned.

### **Our liabilities to you**

It should be noted that your booking is accepted on the understanding that you come on the holiday entirely at your own risk. We accept responsibility for ensuring the holiday, which you book with us, is supplied as described in this brochure and the services reach a reasonable standard. However we cannot accept liability for physical injury, loss, damage or expense resulting from the actions or omissions of those involved in your holiday over which Odonatours has no direct control, such as employees of airlines, transport undertakings, and others. Naturally we cannot assume responsibility for loss or expense due to war, riots, strikes, terrorist activities or natural disasters or any scenario regarded as 'force majeure'. Additionally Odonatours shall in no circumstances be liable in respect of consequential loss or damage, detention, delay or overcharge howsoever caused.

Odonatours is a trading name of Odonatours Limited, registered address Gardener's Cottage, Rainthorpe Hall, Flordon, Norwich, Norfolk, NR15 1RQ, UK.