



Birding the Islands Ltd: Terms & Conditions

Your contract is with Birding the Islands Ltd, and is subject to the following conditions. Please read them carefully, and familiarise yourself with the information elsewhere in this Client Information Package, in quotations we provide to you, and on pages of our website that may be relevant to your holiday.

Registered Trading Address: Birding the Islands Ltd
25 Mere Grange
Fridaythorpe
Driffield
YO25 9TA
United Kingdom

Registered Company Number: 10869746

1. Making your booking

After contacting us to express your interest in joining a tour, we will send you a Booking Form, which you must complete, sign and return to us. Once we receive your completed and signed Booking Form, you will be added to a list of provisional participants for the tour. By signing the form you confirm that you have been authorised to do so on behalf of all the participants named on the form (or their parent or guardian if under 18).

If you or any member of your party has a medical problem or disability that may limit or restrict your participation in a tour, please use the appropriate section of the Booking Form to state same. We reserve the right to decline a booking where we reasonably feel unable to accommodate properly the needs of the person concerned or, if full details are not given at the time of booking, cancel when we become aware of those details.

2. Payment and Confirmation of your booking

Payments made to Birding the Islands Ltd are subject to the following Payment Schedule (unless otherwise agreed between Birding the Islands and you (the client):

- i) 8 months prior to commencement of the tour - a non-refundable 20% deposit of the total tour price is due.
- ii) 4 months prior to the commencement of the tour - payment of the remaining 80% of the total tour price is due. *Please note that if you would prefer to make only one payment, you are welcome to make payment of the total tour price in full 8 months prior to tour commencement.*

Bookings made 90 days or less prior to the commencement of the tour require full payment of the total tour price at time of booking.

Before your deposit is due, we will send you our Client Information Package, which contains our Tour Information document, Terms & Conditions, and Payment Instructions.

At the point at which the deposit sum is paid by you to Birding the Islands Ltd (or any payment of 25% of the total tour price or higher is made by you to Birding the Islands Ltd), we will officially confirm your place on the tour. By making this payment, you acknowledge that you have read and agree to our Terms & Conditions. After we have received this payment we will issue you with a Confirmation Invoice. At this point the contract between Birding the Islands Ltd and you (the client) for booking onto your particular tour of choice comes into existence.

You must contact us immediately (and in any case within 14 days) if any information that appears on the Confirmation Invoice or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. Any changes that can be made at a later date may result in you being charged an amendment fee of £35.

Single room supplements will be chargeable if shared accommodation is not available or if you would prefer a single room.

Birding the Islands Ltd accepts the following methods of payment under the conditions as set out below:

- **Wire/Bank transfers:** No surcharge will be imposed by Birding the Islands Ltd on payments made via wire/bank transfer to our bank account(s). Any banking fees charged by your (the client's) bank, must be paid by you (the client).
- **Debit/Credit card:** A surcharge of 3% will be applicable should you wish to pay by card. A secure link will be sent to you via email to complete your transaction. We currently accept Visa, Mastercard, Maestro, JCB and Diners Club.

Please note: If payment has not been received by 14 days after the due date stated on your Confirmation Invoice, and we do not receive any communication from you, we reserve the right to treat the booking as cancelled and charge the appropriate cancellation fees as set out in section 5 below.

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

3. Price adjustments

We reserve the right to make changes to and correct errors in advertised tour prices at any time before your tour is confirmed (i.e. before we have dispatched a Confirmation Invoice to you). We will advise you of any error of which we become aware and of the then applicable tour price. While we endeavour to provide accurate pricing on our informative materials, website and social media pages, changes and errors occasionally occur, therefore you must check the price of your tour before making any payment.

Once the price of your tour has been confirmed (i.e. after we have dispatched a Confirmation Invoice to you), we will only increase or decrease it in the following circumstances:

- in line with changes in transport costs (e.g. fuel, air fares and airline surcharges, airport dues, taxes or fees payable for services such as landing taxes, embarkation or disembarkation fees at ports or airports increasing or decreasing our costs); and/or
- due to changes in the exchange rates used to calculate your tour price.

Price increases or decreases after your place on the tour has been confirmed will be passed on to you by way of a surcharge or refund.

We will only levy a surcharge where such increases amount to more than 2% of the total price of your tour (excluding any amendment fees). If any surcharge is greater than 10% of the price of your tour (excluding any amendment fees), you will be entitled to cancel your booking within 7 days of the date of issue of our Surcharge Invoice for a refund of monies paid by you to Birding the Islands Ltd for your tour (less any amendment fees as per section 5 below). If you do not tell us within those 7 days, we are entitled to assume that you will pay the surcharge.

We will endeavour not to levy a surcharge less than 30 days prior to the commencement of your tour, although this may sometimes be necessary.

Please note that on some tours, we may need to purchase air/sea tickets and/or permits as soon as your initial payment has been made - using the passport information you supplied on your Booking Form. If after supplying your passport details, you have a new passport issued for any reason (e.g. due to damage, loss, or expiry) you may incur additional costs if said air/sea tickets and/or permits also need to be re-issued.

Surcharges must be paid within 14 days of the date of issue of the Surcharge Invoice, or we are entitled to assume that you wish to cancel your tour

A refund will only be payable if the decrease in our costs as set out above exceeds 2% of the tour price. Where a refund is due, we will pay you the full amount of the decrease in our costs. No refunds will be payable if any decrease in our costs occurs within 30 days of the start of your tour.

4. Travel insurance

You, the client, and all your party members must be covered by appropriate travel insurance before your booking is confirmed with us. This must cover you fully against the cost of cancellation by you, medical care and repatriation should you become too ill to continue with the holiday. You should also note that passenger liability insurance covering the vehicles that we hire, particularly in developing countries, might be inadequate; it is therefore important that your insurance cover makes sufficient provision for your dependants in the event of an accident. Please note that we have no control over the availability or standard of medical and repatriation services and facilities in the areas we visit and these do not form any part of our contract with you. Please remember that many of the areas we visit on our holidays are not as well developed as many first world nations and the availability and standard of such services may well be lower.

Please read your insurance policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and appropriate for your particular needs.

We do not check the insurance policies of clients and we cannot advise you as to the suitability of the insurance policy you take out.

5. Changes, Special requests and Cancellation by you

If you have any special requests related to the tour you have chosen, you must inform us in the appropriate section of the Booking Form. We will advise the relevant supplier(s) of your requirements but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met. Confirmation that a special request has been noted or passed on to the supplier(s) or the inclusion of the special request on your Confirmation Invoice or any other documentation is not confirmation that the request will be met.

You must notify us in writing as soon as possible if you wish to make any changes to your tour after we have issued the Confirmation Invoice. We will try to assist but we cannot guarantee that we will be able to meet such requests. Where we can meet such a request(s), an amendment fee of £35 per person must be paid by you to Birding the Islands Ltd (applicable to each change you wish to make) together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers as a result of the change(s). If any change involves a flight, you must pay the airline's charges, which are likely to be the full cost of the flight.

If you, or any member of your party, wish to cancel your confirmed tour, you may do so at any stage, provided that you advise us in writing – via email will suffice in this instance. To protect yourself against this eventuality you must ensure that you purchase appropriate travel insurance before your tour is confirmed. Your notice of cancellation will only be effective when we have received your written letter or email. Please keep a copy of your cancellation email or letter for your own reference.

As we incur costs from the time we confirm your place on the tour (i.e. from the time we dispatch your Confirmation Invoice) the charges set out below will apply to any cancellation made by you. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total tour price payable by the person(s) cancelling (excluding amendment fees). Amendment fees are non-refundable in the event of the person(s) to whom they apply cancelling.

Cancellations made by you (or any member of your party):

- between 6 months and 90 days before the tour is due to depart - the full deposit (20% of the total tour price) must be paid to Birding the Islands Ltd
- 90-45 days before the tour is due to depart - 50% of total tour price must be paid to Birding the Islands Ltd
- 44-30 days before the tour is due to depart - 75% of total tour price must be paid to Birding the Islands Ltd
- 29 days or less before the tour is due to depart - 100% of total tour price must be paid to Birding the Islands Ltd

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under your travel insurance policy.

You may transfer your booking up to 45 days before departure to another person if you are unavoidably prevented from travelling, and the transferee meets any conditions that may apply to the booking. Please note, however, that if there is a waiting list for the tour the place must first be offered to the people on that waiting list. Where a transfer can be made, the right to transfer is subject to payment of an administration fee of £50 per person, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the tour.

For a private tour booking, where the party leader is unable to find a person to fill your place, and thus where your cancellation reduces the number of full paying party members below the number on

which the tour price was based, we will recalculate the tour price and re-invoice the party leader accordingly.

Birding the Islands Ltd will issue no refunds for any unused accommodation, meals, services or transport not taken during your tour. However, if we are able to obtain a refund ourselves for these items we will pass it on to you (less reasonable administration fees). No payments will be made or compensation given to you by Birding the Islands Ltd in respect of claims for contingent liability, inconvenience, or loss of enjoyment caused in respect of the above.

6. Changes and Cancellation by us

We start planning the tours we offer many months in advance. Occasionally, we have to make changes to the itineraries listed on the Birding The Islands Ltd website, and other tour details may have to be changed both before and after your place on the tour has been confirmed. In practice, most changes that occur are minor, but in some instances, a significant change to your tour and/or itinerary, or indeed a cancellation of your tour, may need to be made. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we have to make a significant change to your tour and/or itinerary, we will tell you as soon as possible, and if there is time to do so before departure, we will offer you the choice of the following options:

- i) you may choose to accept the change; or
- ii) you may choose to cancel your place on the tour and accept a refund of monies paid by you to Birding the Islands Ltd (less 25% of the total tour price).

If we have to cancel the tour, we will tell you as soon as possible and issue a refund of monies paid by you to Birding the Islands Ltd (less administration costs). In the event that the cancellation has to be made at a point when any local supplier(s) have already been paid, we will attempt to retrieve said monies, but cannot guarantee we will be able to do so.

No payment of any kind (including compensation) will be payable to you by Birding the Islands Ltd, and the above options will not be available if we cancel your place on the tour as a result of your failure to comply with any requirement of these Terms & Conditions entitling us to cancel (such as paying on time), or if any change made to your itinerary is a minor one.

Where the minimum number of persons we require to operate your tour has not been reached, we will notify you 90 days or more before the tour was due to depart, giving you the option to rebook your tour for a different date, or accept a full refund of all monies paid by you to Birding the Islands Ltd for your tour.

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

7. 'Force majeure'

Except where otherwise expressly stated in these Terms & Conditions, we regret that we cannot accept liability or make payment of any kind to you (including compensation) where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss (including loss of enjoyment), additional expense or any other sum(s) as a result of 'force majeure'. In these Terms & 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 (but are not limited to) war or threat of war, riot, civil strife, actual or threatened terrorist activity, decisions by government or governing body (including UK Foreign Office advice against travel), border closures, natural or nuclear disaster, pandemics, adverse weather conditions, threats to public health, fire, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, industrial dispute, and all similar events outside our control.

Birding the Islands Ltd cannot accept liability should a major change of itinerary or schedule be forced upon us while the tour is in progress as, for example, by an airline or air traffic controller strike, weather delay, political crisis, threat of war, terrorist activities, riots, civil unrest, natural and nuclear disasters, pandemics, fire or adverse weather conditions, closure of airports, industrial disputes, technical or maintenance problems with transport, cancellation or changes of schedule by airlines, financial failure of airlines, or for any unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which, even with all due care, we could not foresee or forestall. Any additional expenses incurred as a result of such events are the responsibility of you the client.

8. Excursions and activities not included in our listed daily itinerary

We may provide you with information about activities and excursions (not included in the tour itinerary) on the island(s) you are visiting. You may also discover and subsequently choose to partake in an activity or excursion offered by the hotel at which you are staying or by any other local supplier. Such activities or excursions are provided by third parties who are entirely independent of Birding the Islands Ltd. They are neither run, supervised nor controlled in any way by us and do not form part of your contract with us, even where we suggest them and/or help you book them. While we take great care to assess the activities and excursions we may inform you about that are not included in the tour itinerary, we cannot guarantee the accuracy of the information we provide about them. We cannot accept any responsibility or liability, nor make any payments of any kind to you on any basis in relation to such activities or excursions and the acceptance of liability contained in section 9 below will not apply to them.

We may suggest (via information on our website, social media pages, informative materials and/or through written or spoken communication with you) a number of activities that you can do in any free time while on your tour. Please note that these other activities are not subject to our Terms & Conditions, do not form part of our contract with you, and will not be included in your final quote. Any activity beyond that which forms part of your contract with us must be paid for directly to the operator of the activity while on island. If any of the activities we describe to you that are not part of our contract are important to the enjoyment of your tour, please inform us and we will tell you the latest situation, as we know it. If we become aware of any material alterations that can reasonably be expected to affect your decision to book a tour with us, we will pass on this information to you at the time of booking.

9. Our liability to you

Travel in the countries where our tours take place inherently involves an element of personal risk due to such factors as geographical location, climate, mountain, river and sea travel, political and civil situations, levels of crime, and non-UK standards of facilities and safety precautions. Building construction, fire safety, the condition of roads and road safety measures, vehicle maintenance, driver and local tour guide safety training, and the operation of activities such as mountain biking, trekking, and scuba diving, are generally of lower standards than in more developed nations. Medical facilities and emergency services can be extremely limited in some locations. By booking one of our tours, you acknowledge that except as otherwise expressly set out in these Terms & Conditions, Birding the Islands Ltd, our employees, agents and suppliers cannot be held liable for any loss (including loss of enjoyment), damage, injury, expense, delay, claim or inconvenience arising from any

hazard or risk inherent in travel to these countries generally, or in the particular activities and locations included in your tour. A high level of responsibility falls on you to be aware of possible risks as you travel, take account of local conditions, seek advice where appropriate, and use cautious common sense.

Subject to the above we will ensure that the tour arrangements you book with us are made, performed or provided, as part of our contract with you, with reasonable skill and care. Subject to these Terms & Conditions, we will accept responsibility if, for example, you suffer death or personal injury or the tour arrangements are not provided as promised or prove deficient as a result of the negligence of ourselves (Birding the Islands Ltd) or our employees in making, performing or providing, as applicable, your contracted tour arrangements. If you wish to make a claim against Birding the Islands Ltd or our employees it is your responsibility to show negligence on our part or on the part of our employees. In addition, Birding the Islands Ltd will only be responsible for what our employees do or do not do if they were at the time acting within the course of their employment in relation to the tour you booked with us.

Birding the Islands Ltd will not be responsible, or held liable, for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum(s), or other claim of any description resulting from any of the following:

- i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of your tour party;
- ii) the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable; or
- iii) 'force majeure' as defined in section 7 above.

Birding the Islands Ltd cannot accept responsibility for services which do not form part of our contract with you, including any additional services or facilities that you purchase either while on tour, or before travelling (see section 8 above). In addition, regardless of any wording on our website or elsewhere, we only promise to use reasonable skill and care and we do not have any greater or different liability to you.

If services which gave rise to a claim or complaint complied with generally enforced local laws and regulations or common practice in that location, the services will be treated as having been properly provided, even if those services would not have complied with UK laws, regulations and practices if provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature in a service that a tour operator might reasonably have inspected and might then reasonably have refused to accept.

While Birding the Islands Ltd has assessed the local suppliers providing the services which make up your tour, if during the course of the tour a situation arises whereby any negligence, act or action(s) of the local supplier(s) results in death, injury, damage, loss (including loss of enjoyment), expense or other sum(s) of any description, the responsibility of resolving or contesting any legal action brought by the client (or member of the client's party, family, or any other person) rests solely with the local supplier(s), and any monetary compensation to which you the client (or member of the client's party, family, or any other person) are entitled must be paid by the local supplier(s).

Birding the Islands Ltd accepts no responsibility or liability for negligent acts or omissions of air or sea carriers, or providers of hotel accommodation, whose responsibilities are governed by international conventions such as the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1962 Paris Convention and the 1974 Athens Convention. Nor does Birding the

Islands Ltd accept any responsibility or liability for negligent acts or omissions of those carriers or providers not governed by such conventions.

Birding the Islands Ltd cannot accept any liability for any death, injury, damage, loss (including loss of enjoyment), expense or other sum(s) of any description:

- i) 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
- ii) 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 you, any member of your party, any member of your family, or any other person may suffer.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must agree to cooperate fully with us and our insurers.

10. Conditions of suppliers

Many of the services that make up your tour are provided by independent/third party suppliers, such as homestays and/or small locally owned and operated accommodation providers; local guides; transport providers and operators; and locally owned and operated eateries. 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 section 9 above).

Liability insurance requirements vary considerably from country to country in the region, as does the responsibility placed on local suppliers by their local laws. We cannot protect you from these differences, nor can our advice or warnings cover every possible situation.

Birding the Islands Ltd will not be held responsible or liable for any injury, damage, loss (including loss of enjoyment), expense or other sum(s) of any description as a result of your failure to adhere to the advice given to you by ourselves, our employees, agents or local suppliers.

11. Information we provide

These Terms & Conditions form part of the Client Information Package and should be read in conjunction with the other documents contained therein.

Every effort is made to ensure the accuracy of the information we provide on our website and social media pages, but errors do occasionally occur. There may also be changes made from time-to-time.

You must check all details of your chosen tour (including the price) with us before your place on the tour is confirmed. Please note that the price quoted at time of booking will only change in accordance with the circumstances set out in section 3 above.

Our informative materials, website and social media pages are our sole responsibility. They are not issued on behalf of and do not commit any independent organisations or carriers whose services are featured in them to provide you with said services.

12. International and regional flights and other modes of transport

You are responsible for arranging, booking and paying for your flight to the island where your tour will commence. You are also responsible for arranging, booking and paying for your flight out of the island

your tour finishes on following the culmination of the tour. Accordingly, you must check your tickets very carefully immediately on receipt of them to ensure all details are correct. Please note that it is possible that flight times may be changed even after tickets have been dispatched. Birding the Islands Ltd is not responsible, nor will we be held liable, for any delays to, or cancellations of these flights. Any claim for compensation that you bring as a result of delays to, or cancellations of these flights must be solely between you and the airline. Any costs incurred by you as a result of such events are the responsibility of you the client.

Once in the region, we will be travelling between islands by ferry and/or boat and/or a regional airline (the carriers). Although Birding the Islands Ltd will book your seat on any of these carriers, we are not responsible, nor will we be held liable, for any delays to, or cancellations by, any of these carriers. Any claim for compensation that you bring as a result of delays to, or cancellations by these carriers including any disappointment, distress, loss (including loss of enjoyment), inconvenience caused as a result, or the effect the delay/cancellation has on any other arrangements must be solely between you and the carriers. Any costs incurred by you as a result of such events are the responsibility of you the client.

13. Flights, continued

We regret we are not in a position to offer you any assistance in the event of a delay in departure of your flight to the island on which your tour commences or your flight out of the island on which your tour finishes. Airlines may provide assistance, refreshments and accommodation according to their own policies. You may miss a part of your tour or have to bear extra costs to modify your itinerary in the event of a long delay. Any costs incurred by you as a result of such events are the responsibility of you the client. We will do our best to minimise any extra costs, but recommend that you take out travel insurance with appropriate cover.

Any change in the identity of air carriers, flight timings, and/or aircraft type relating to your tour will not entitle you to cancel or change other arrangements without paying the charges set out in section 5, except where specified in these conditions. If the air carrier with whom you have a confirmed reservation becomes subject to an operating ban as a result of which we, or the carrier, are unable to offer you a suitable alternative, the provisions of section 7 will apply.

If your international flight to the island on which your tour commences, or from the island on which your tour finishes, is cancelled or delayed, your flight ticket(s) is/(are) downgraded, or boarding is denied by the airline in circumstances which would entitle you to claim compensation from them under the Denied Boarding Regulations (ECReg 261/2004) this represents the full amount of your entitlement to compensation for disappointment, distress, inconvenience or effect on other arrangements, and you must claim from the airline. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

14. Safety standards

Please note, it is the health and safety 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 or other more developed nations. As a general rule, these requirements and standards will not be the same and may often be lower.

15. Passports, visas and health requirements

The passport, visa and health requirements applicable at the time of printing to British citizens for your tour are described within your Tour Information document.

It is your responsibility as the client to ensure that you, and all members of your party, are in possession of all necessary travel and health documents, and have obtained all necessary vaccinations, vaccination certificates and other documentation (where applicable) before departure. All costs incurred in obtaining such documentation must be paid by you the client.

We regret that Birding the Islands Ltd cannot accept any liability or be held responsible for subsequent ramifications or costs incurred should you or any member of your party be refused entry onto any transport or into any country due to failure on your part to carry correct documentation (including if it is announced that such documentation is required *after* the tour has already started). Any expenses or costs incurred by you as a result of such events are the responsibility of you the client. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on Birding the Islands Ltd, you will be responsible for reimbursing us accordingly.

Please note that if you (or any member of your party) tests positive for COVID-19 at any point during your tour, we cannot accept any liability or be held responsible for subsequent ramifications (including any quarantine requirements as specified by the country in which you test positive). Any expenses incurred as a result of such events are solely the responsibility of you the client.

16. Behaviour

When you participate in one of our tours, 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 must be paid direct at the time to the accommodation owner or manager or other supplier(s). If you fail to do so, you will be responsible for meeting any claims subsequently made against Birding the Islands Ltd (together with our own and the other party's full legal costs) as a result of your actions, or those of any member of your party.

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 or fauna (including the collecting of any specimen from the natural world for example any plants or insects), we are entitled, without prior notice, to terminate the tour of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. Birding the Islands Ltd will have no further responsibility towards 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.

It is essential for the well-being of all tour participants that you follow the instructions of the Birding the Islands Ltd tour leader on all matters concerning the safety of the group. The same applies if you are travelling with a local guide on an independent basis, such as on a Build Your Own tour.

Please note that you are responsible for getting yourself to the designated departure point for each day of the tour in time for the start (this is usually the lobby of the accommodation at which you are staying the previous night, but you will be informed of the designated departure point for each day after dinner the previous night). If you fail to do so, you may incur extra costs in catching up with the group, or you may not be able to participate in the day's planned activities. While our office may be able to assist you in making arrangements to catch up with the group, please be aware that should

any failure to arrive at the designated departure point result in you (or any member of your party) missing a flight or boat transfer to the next destination on your tour, any additional costs incurred are the sole responsibility of you the client. Any such occurrence may result in you missing a significant portion of the tour, as many of the options for regional transport are limited and it may not be possible to assist you in securing a flight or boat to the next destination on the tour itinerary.

You and all members of your party must at all times comply with all laws, customs and regulations of the countries visited during your tour. Failure to do so may result in immediate termination of your tour. In this situation, Birding the Islands Ltd will have no further responsibility toward the person(s) concerned, including any legal assistance or return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination, or of your failure to comply with the laws and regulations of any country visited.

17. Complaints and problems

If you experience any problems with your tour while you are away, or have any reason to complain, please tell your Birding the Islands Ltd tour leader, local guide or responsible local contact, and the supplier of the service(s) in question as soon as possible, who will do his/her best to remedy it. Most problems can be dealt with quickly by them. If he/she is unable to do so, please contact the Birding the Islands Ltd office as soon as you can: we are very willing to intervene on your behalf at any time where appropriate, but until we know about a problem we cannot begin to attempt to resolve it.

If you remain dissatisfied and wish to make a complaint, you must do so in writing to Birding the Islands Ltd with full details within 14 days of the scheduled end date of your tour. Only the client who is the party leader should write to us. If you do not follow this complaints procedure, your right to claim any possible compensation may be reduced or even lost. We will respond to your complaint as speedily as we can, but please bear in mind that it may take several weeks to find out what happened and why.

18. Jurisdiction

All booking contracts and matters arising from them shall be subject to English law and the exclusive jurisdiction of the English courts.

BIRDING THE ISLANDS LTD REGISTERED OFFICE: 25 MERE GRANGE, FRIDAYTHORPE, DRIFFIELD, YO25 9TA REGISTERED IN ENGLAND No: 10869746

Last updated: August 2023