

# Windshear Birding

## Booking Terms & Conditions

The following booking conditions, together with the information set out on the relevant tour webpage of the Windshear Birding website will form the basis of the contract between you and Windshear Birding.

In this contract a reference to “you” and “your” refer to the lead-named person on the booking form (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking has been made. “We” are **Windshear Birding** of Minnehaha, Ram’s Valley, St. Mary’s, Isles of Scilly, TR21 0JX.

**Meeting Point** - means the place specified by us in the Tour Details as the place we will meet and start your Tour.

**Start Date** - means the date on which you board our transport at the Meeting Point.

**Tour** - means a holiday organised by Windshear Birding.

**Tour Details** - means whatever documents we send to you in hard or soft copy to provide information about your Tour.

### BOOKING PROCEDURE

The contract between us starts when we receive a booking form signed by the lead-named customer and the relevant deposit has been paid. The lead person must be at least 18 years old when the booking is made and by signing the booking form this confirms he/she is authorised on behalf of all persons named on the booking form to enter into the contract and you are jointly and severally liable to us.

The lead-named individual consents to our use of personal data in accordance with our Privacy Policy to disclose the personal details such as information on health conditions, disabilities and dietary requirements of all people named on the booking form. Once the signed booking form and the deposit have been received by us, this then confirms your place/places on a tour with us.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.



### **What is included in the price of a Windshear Birding Tour?**

- travel from the agreed meeting point in the country of the tour to your return to the departure point (which is likely to be the same place unless otherwise stated);
- accommodation, all meals and drinking water (unless otherwise stated in the itinerary);
- services of one or more leaders;

### **What is NOT included?**

- return flights to the Tour destination;
- administration, flight booking and all other costs incurred before you board transport at the meeting place and after you return to the departure point;
- travel insurance or any other insurance personal to you;
- passport and visa costs;
- vaccinations and medication, before, during and after the Tour;
- food and drink over and above what we include in the Tour;
- gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

### **Jurisdiction**

In entering into a contract with us, you have relied only on the information on our website, our tour details and these terms. The contract between us is subject to English Law and the exclusive jurisdiction of the English courts, even if the subject matter of a dispute arises outside England and Wales.

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

## **PAYMENT PROCEDURES**

### **Payment and failure to pay**

The last date for payment of the balance of the cost of your Tour will be due to us a minimum of 3 months before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.

- If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled.
- If we do that, you accept that a cancellation fee will be due to us.

### **Late Bookings**

Any Tours requested less than six weeks prior to the departure date must be accompanied by full payment at the time of booking.

### **Surcharges**

The prices given on our website and in our brochure are calculated at costs current at the time we fixed them.

- If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the Tour.
- If we do this we shall tell you the costs which have risen and the percentage by which they have risen.
- No matter what the increase, we shall not increase the cost less than eight weeks before the departure date.
- If we increase the price of your Tour by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.

### **Refunds**

**Deposits and pre-payments are generally non-refundable** (exceptions below).

In some cases we may have to retain part of or full payment if we have lost pre-payments made to ground agents on your behalf that we are unable to recover. This risk will vary from country to country.

However, you should still be able to claim back any such losses through your travel insurance.

As stated on the Tour web pages, a minimum number of participants are required in order for the Tour to go ahead. Therefore you have a right to cancel any Tour for which there are insufficient reservations.

In the event of any such cancellation, deposits (excluding any unrecoverable costs paid on your behalf) made specifically to Windshear Birding will be refunded.



## **Cancellations by you**

If you cancel your booking either through failure to pay the balance due or for any other reason, we may charge a cancellation fee calculated as follows:

The dates below refer to the date that we receive notice of cancellation from you.

- Loss of deposit is the minimum fee (exceptions as stated above)
- Between 90 and 61 days before departure 50% of the Tour cost
- 60 days or less before departure (or failure to join the Tour) 100% of Tour cost.

Please be aware the above cancellation terms do not take into account any pre-payments made to ground agents on your behalf that we are unable to recover and therefore the above cancellation fees could be higher than those stated above.

This risk will vary from country to country. However, you should still be able to claim back any such losses through your travel insurance.

If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.

If you are unavoidably prevented from joining the Tour, you may transfer your place to another person, providing this person meets any conditions which may apply to the booking and that we are informed of the transfer not less than 30 days prior to the Tour start date.

In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Windshear Birding Tour you choose. Whether we do so is at our discretion, for which we do not have to give a reason.

## **Cancellation by us**

We reserve the right to cancel any Tour, not less than four weeks prior to departure. This happens very rarely and only when absolutely necessary, but we must have this freedom. The most likely reason for cancellation is that a Tour has failed to attract enough bookings to cover the cost. For this reason, **we ask that you do not book your flights until we have confirmed to you, that the Tour has reached the minimum number required to run.**

On rare occasions, your Tour may also be cancelled by us or by a governmental authority for a reason beyond our control / *force majeure* events. In such circumstances, cancellation may therefore be less than our standard four weeks prior to tour departure notice period. See below under “**Limitations on our Liability**” for a list of matters for which we are not liable to you. Because we contract in advance for most of the services we consume during a Tour, it is unlikely that we shall be able to make a refund to you of any part of the cost of your Tour.



If we cancel, we shall either transfer it to an alternative Windshear Birding Tour by way of a voucher or refund the full amount you have paid to us.

**In many cases we may have to retain part or even full payment if we have lost payments made to ground agents on your behalf.**

This risk will vary from country to country. However, you should still be able to claim back any such losses through your travel insurance.

Also be aware that if YOU choose to cancel your Tour before we officially cancel a tour, our standard booking conditions will apply.

**Payment Type**

All payments to us may be made by electronic transfer for which full information will be provided at the time of booking.

**Customer Payment Protection**

In compliance with The Package Travel and Linked Travel Arrangements Regulations 2018, an insurance policy is in place to protect customers prepayments in the unlikely event of our financial failure, and paid in respect of **non-flight inclusive packages** for:

- loss of advance payments and deposits for package Tours organised by Windshear Birding

A copy of the policy is available on request.

**THE TOUR**

**Tour Information**

At least four weeks before the Start Date, we shall send you full Tour Details relating to your Tour. This information will include:

- location of Meeting Point and time of meeting;
- climate and clothing requirements;
- any important details relevant to a particular site that we may visit;
- a checklist of bird and mammal species we are likely to encounter.



## **Accommodation**

We will arrange accommodation as close as reasonably possible to the birding or wildlife sites we visit. Accommodation will be in good quality hotels, lodges, guesthouses, and apartments.

- En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:
- We reserve the right to change accommodation to that stated on our website itineraries – (see below “changes of itinerary”).
- Single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.
- accommodation in some less developed countries may be of a lower standard than you would expect in Western Europe.

## **Changes of Itinerary**

Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster, disease or political turmoil.

It is also possible that new information on the movement of wildlife will in our opinion benefit the Tour participants generally by providing better wildlife watching opportunities.

We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it.

## **Travel Insurance**

It is a condition of booking a Windshear Birding Tour that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.

Cover should be obtained not only against normal travel risks, flight delays, injury and repatriation, but against additional risks appropriate to the destination country.

In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a road vehicle.

We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.



## **Flight Delays**

Please be aware that any flight delays that result in you missing the designated meeting date and time are the responsibility of the airline.

**The flight element of a tour is completely separate to the Tour.** Therefore any additional costs incurred as a result of such delays must be either covered by the airline or by you & then claimed back on your travel insurance.

Although we will try our best to help you in such a situation, it is ultimately your responsibility to arrange any transport required in order to continue with the itinerary.

## **Passport, Visa and Health Requirements**

Please note carefully:

- it is essential to make sure your passport is valid for at least six months after the date of return of your Tour;
- remember to apply for any necessary visa in good time;
- check with your GP what vaccinations and medication you may require and allow time to obtain it.

## **Complaints**

Complaints: we shall try our utmost to provide a happy and fulfilling Tour, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied or it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

## **HELP WE NEED FROM YOU**

### **Participation & Behaviour**

Your tour information details will provide details about your chosen tour, but the following are contractual matters:

- Most Windshear Birding tours require reasonable physical fitness and appropriate clothing and footwear. You should be prepared to walk up to a couple of miles a day, sometimes on uneven or slippery surfaces, or spend prolonged periods onboard boats in variable conditions on our 'Pelagic' Tours.
- To satisfy the majority of our clients, we apply a no smoking<sup>2</sup> rule in the same way that they are applied by law in the UK. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.

- at any time, if it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

## **PRIVACY POLICY**

This website is owned and operated by Windshear Birding (“Windshear Birding”, “our”, “we” or “us”). Windshear Birding is registered at Minnehaha, Ram’s Valley, St. Mary’s, Isles of Scilly, TR21 0JX and we are the controller of all personal information collected via this website or email address. This notice sets out the way we gather, use, disclose and manage our customer’s personal information.

### **Data Protection and Us**

Our business involves arranging and leading birdwatching and wildlife watching Tours and we only process personal data for that purpose. In the course of our business, we will collect and process certain types of personal information necessary for the provision of our services.

### **Please be assured that we will never:**

- Share, sell or distribute your personal data to any third parties except where a booking has been made with us and we have your consent (see below), or we are required by law to do so.
- Collect or store any financial information such as your bank account or payment card details on our database.

### **Do we gather personal data in other ways?**

When you book with us, it is a booking condition that you fill out a booking form. On this form we request your personal data such as first and last names, home address, telephone number etc. Sometimes we may need to share this personal data with trusted third parties to enable us to supply you with the goods or services you have requested.



By booking with us, you are giving your consent to this use, which may include the transfer and disclosure of this personal data both within the UK and/or overseas for our ordinary business purposes. Currently, we only collect and process the following personal details:

- full name
- address
- date of birth
- email
- address
- telephone number
- an emergency contact
- diet and health details
- travel insurance details
- and sometimes passport details if required by hotels / ground agents that we use during our tours.

#### **How often do we delete such personal data?**

Whenever we collect or process your personal data, we only keep it for as long as is necessary for the purpose for which it was collected or the law requires.

As a general rule, we keep any general email correspondence with you for no longer than three years before it is deleted. Personal data held on booking forms is generally kept for no more than a year after the tour date.

#### **Personal data and your rights**

If we process your personal data, you have a number of rights. You are entitled to see the personal information held about you and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please contact us. We are entitled by law to charge a fee of £10 to meet our costs in providing you with details of the personal information we hold about you.

If you have any questions about our website or privacy policy, please get in touch through the Contact link at the top of our website welcome page.

*From time to time, it may be necessary for us to change this privacy policy, so we suggest that you check this webpage for any updates, particularly if you are about to book a Tour.*

