

# Terms and Conditions 2021-23

Birdwatching Breaks, founded in May 1987, is the trading name of Mark Finn. The terms and conditions listed below form the contract between Mark and his clients.

**Reservation:** A reservation is made when the booking form and deposit have been confirmed by Birdwatching Breaks. Bookings by telephone should be confirmed in writing or by email and received within seven days accompanied by the appropriate deposit. To secure air flights booked within 72 days of departure, we require full payment (of the flights) by credit card. In return, you receive a confirmation invoice with details of the holiday you have chosen, departure dates and airline timings if known at the time of booking. We agree to operate your holiday as stated in our on-line 2021-2023 brochure. The contract is deemed to have been made at Cygnus House, Gordons Mill, Balblair, Ross-shire, Scotland, and is therefore governed by Scottish law and is subject to the exclusive jurisdiction of Scottish courts.

**Balance:** The balance for all bookings is ten weeks before the holiday is due to commence. In the case of holidays in Scotland and the United Kingdom, the balance is due six weeks before holiday commencement. If the balance has not been paid by the appropriate date, we regard your holiday as being cancelled. Cancellation charges would be levied.

**Cancellations:** A cancellation can only be accepted in writing or by email and takes effect on the date we receive it at Cygnus House. Cancellations received twelve weeks or more before the holiday commencement will involve the loss of deposit. If, however, flights have already been bought and paid for, these will be charged to you and it is your responsibility to try and obtain a refund from either the airline or your insurance company. Thereafter, the following charges will apply:

Over 96 days before departure – deposit only  
40-95 days before departure – 80%  
Under 40 days until the day of departure – 100%

**Tours:** We do everything in our power to ensure all our tours are operated as advertised. However, situations may arise which are outside our control and these may necessitate change. If such circumstances arise, we reserve the right to alter or curtail the itinerary. We reserve the right to alter the tour or substitute leaders or accommodation if necessary. You will be informed if this action takes place. If major changes to the tour take place, we will inform you and advise the following: 1/ accept the new arrangements; 2/ an alternative holiday if available (with you paying any additional sums or alternatively Birdwatching Breaks refunding you the difference); 3/ cancelling your chosen tour for a full refund; or 4/ compensation for a major change made by Birdwatching Breaks which is: above 95 days – nothing, 14-94 days – £30, under 14 days – £50. A major change is defined as a significant change of itinerary. At the time of going to print, airlines currently flying to the stated destinations on the days quoted and internal flight schedules have been checked. It is beyond the control of

Birdwatching Breaks if airlines change their schedule which may necessitate us amending the stated itinerary. Change of UK airports excludes the London hub of Heathrow, Gatwick, Stansted and Luton. No compensation is due from Birdwatching Breaks where cancellation or change results from unforeseeable or unusual circumstances beyond our control. This includes war or threat of war, terrorist activity, riots, civil disorder, natural or nuclear disasters, pandemics, epidemics, fires, adverse weather conditions, strikes by air traffic controllers in the European Union and elsewhere in the world, no fuel availability preventing carriers, hoteliers and other suppliers from carrying out their duties. In addition to the above, no compensation is payable if the balance is not paid on time or the tour is cancelled due to insufficient bookings. Save for the above compensation in (4) we will be under no further liability to you. We reserve the right to change any of the prices in our 2021-2023 on-line brochure before we enter into a contract with you. If there is a change, we will notify you by email or in writing. Birdwatching Breaks reserves the right to cancel tours up to 6 weeks before departure if sufficient numbers are not obtained. In this event, we can offer you an alternative holiday or a full refund of monies paid.

**Flights:** Because of fluctuating fuel prices, it is becoming very difficult to obtain accurate quotes for airfares. Tour prices are broken down into two elements: the basic cost of the tour which includes everything except the cost of the international and internal flights; and, secondly, our best estimate of the air fares when the tour was costed. When we send invoices for the tour, we only charge you the exact airfare and hope that many of these will be near the price currently quoted in our 2021-2023 on-line brochure.

**Party Size:** The minimum size of group necessary for our tours to operate is four. If the party size is not attained, the client will be informed in writing eight weeks before holiday commencement.

**Birds and Mammals:** The birds and mammals mentioned in this brochure are only a guide to what you might expect to see on the tour you have selected. Whilst many additional species will be seen, we are unlikely to see every species mentioned in our text. However, you should see a good proportion of them if you participate fully in the tour and have reasonable eyesight.

**Liability:** We have taken all reasonable steps to ensure holidays published in our 2021-2023 on-line brochure have been properly arranged. The travel agents, vehicle hire operators, hotels, motels and restaurants we use are reputable. We accept liability as a direct result of our negligence or breach of contractual duty in making arrangements for you, including acts or omissions by our agents. We will accept liability for death, bodily injury or illness arising out of our proven negligence or that of our employers or our sub-contractors or suppliers or their servants and/or agents, providing they were acting in the scope of their employment at the time. Claims in respect of the above matters shall fall within the exclusive juris-

diction of the courts of Scotland. All claims must be made in writing to us within 28 days of your return from holiday. We do not accept liability for animal or snake bites, as we have no control over them. We cannot accept liability for claims arising out of carriage by air and sea. We have no control over the carriers concerned and you are subject to their terms and conditions, some of which exclude or limit liability in respect of death, injury, delay and loss of baggage. We do not accept liability for delays in air flights, ship sailing times or other conveyances used in carrying out our tours. We accept no responsibility for losses or additional expenses due to delay or changes in flights or lost airline or ferry tickets, other services, weather, active volcanoes and ash clouds, strikes, terrorism activity, pandemics, war or Acts of God. All such losses will be borne by the passenger. Birdwatching Breaks is not responsible for loss, damage or theft of luggage, cameras, binoculars, telescopes and personal belongings, or for accidents or illness, death or personal injury. We accept no claims arising out of your own acts or omission or those of a third party not connected with the provision of your holiday. For your own protection it is highly advisable to have adequate insurance cover. This is a legal requirement.

**Visiting countries:** At all times it is advisable to follow the customs of the country you are visiting and comply with the laws and regulations which may be in force. You must conduct yourself in a manner deemed by the leader to be compatible with the tour. Birdwatching Breaks reserves the right to send any client home, at their own expense, if they disrupt the tour through unreasonable or unacceptable behavior. We will make no refund, nor pay or be liable for any compensation.

**Surcharges:** All our prices are based on exchange rates at the time of going to press and we reserve the right to make reasonable adjustments if the pound falls in value or foreign rates fall below what our prices are based on. In certain circumstances we may levy a surcharge on tour prices involving departure taxes, landing fees, transport costs including fuel, scheduled airfares and any other airline surcharges and ground agent and tour operator increases. We will absorb any minor fluctuations of up to 2% of the full tour price. Anything above this will be surcharged until 10% is reached. If the latter is reached, you are entitled to cancel your booking for a full refund. To exercise this right, you must inform Birdwatching Breaks in writing or by email within 14 days of the invoice date.

**Fuel Surcharges:** If any fuel charges are passed on to us by airlines on booking flights in conjunction with your holiday, we reserve the right to pass these on to our clients. We have no control over oil prices and the volatile nature of the airline industry as our prices are based on fares and other factors nearly a year in advance.

**Currency:** We plan our tours many months in advance. Our prices are based on tourist exchange rates from Ramsdens on July 27th 2021. All rates are equal to £1.00 sterling. £1.00 is equal to €1.14 and US\$1.35 All European/Middle East destinations, with the exception of the United Kingdom, are based on Euro rates. In the Americas, rates are based on US\$ rates. Asia, with the exception of Japan, is based on US\$ rates. Otherwise,

the following rates apply: Australian Dollar 1.77, Canadian Dollar 1.63, Japanese Yen 138.43, Mexican Peso 24.78, Norwegian Kroner 11.56, Swedish Krona 11.88. All other destinations not listed above use US Dollars, Euro or Pounds Sterling.

**Booking and Financial Security:** Birdwatching Breaks holds an ATOL (Air Travel Operators Licence) Number 4324 issued by Civil Aviation Authority. This licence means that we are fully bonded against financial insolvency for packages which include flights. We are not in a position to name the operator or state the type of aircraft or its destination. The Civil Aviation Authority is a government-approved organisation. Anybody booking a holiday through Birdwatching Breaks can do so with complete financial security. Our bonding arrangements guarantee your holiday will continue in the unlikely event of our insolvency. With regard to holidays involving land-based travel, you are covered by International Passenger Protection (IPP) – details are on page 8.

### **Your Financial Protection**

When you buy an ATOL-protected flight or flight-inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. "We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)." For land-based travel you are covered by IPP.

**Hand Luggage on Aircraft:** Please note many airlines are extremely strict about the amount you can take on board with you. The maximum weight allowance is 10kg (subject to change) in the case of low-cost carriers. To keep the weight down, pack your tripod in your main case, in addition to any books you do not need in transit. Any sharp implements such as scissors, penknives and screwdrivers should be packed in your hold luggage.

**Complaints:** If you have any complaints on tour, please notify the leader so that they can be addressed immediately. If this is not done to your satisfaction, please notify us by writing or email within 28 days of your return.

**Names and addresses:** We keep these on our computer systems for use by Birdwatching Breaks and no other parties. If you wish to be removed from our database, please contact us at the relevant address. Your details are kept secure by us and conform to current data protection rules as of May 2020.