

WINGSPAN

Booking Form

Ref 20-10/11

BLOCK LETTERS THROUGHOUT PLEASE

TOUR:..... DATES:.....

Title	All forenames as shown on passport (write preferred name in brackets if different from christened name)	Surname	Address, telephone number , date of birth and passport number with expiry date. e-mail address if any.
1.			
2.			

Personal requirements and other information - Such as insurance details, single room or willing to share (single supplement will be charged if a sharer cannot be found), special dietary requirements (please state exact requirements) etc.

Emergency contact details: i.e. Next of kin or relative;

.....

I apply to WINGSPAN BIRD TOURS for a reservation on the above tour, I confirm that I have read the Terms and Conditions and agree that my reservation, if accepted, will be subject to them. I confirm that I am not suffering from any condition that is likely to restrict my participation in the tour.

Signed (All Parties)

.....

deposit £200:00 (per person) to be transferred – bank account details to follow

WINGSPAN BIRD TOURS, 73 CALLE DE CAÑAMAQUE, GAUCIN, MALAGA, 29480, SPAIN

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Email: bobbuckler49@hotmail.com

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Booking Terms and Conditions

1. Reservations

These require a booking form and a deposit which is only refundable if the tour is cancelled due to the minimum number of participants not being reached for the tour (see conditions 6, 15). Booking requests with deposits will be considered in order of their receipt and, for this purpose, telephoned requests will be noted as from the date of the telephone call, provided they are followed by receipt of the appropriate booking form within seven days. A booking form is accepted and acceptance becomes definite only from the date that I have confirmed acceptance in writing and issued a confirmation invoice. At this point, a contract between the applicant and me comes into existence. All contracts and matters arising from it are subject to English law and the exclusive jurisdiction of the English courts. I reserve the absolute right to decline any bookings for any legal reasons whatsoever, at my sole discretion.

2. Payments

Payment of the balance of the tour cost is due not later than eight weeks before the departure date. No further reminder will be sent and if payment is not received by the due date, I reserve the right to treat the booking as cancelled and charge a cancellation fee, the amount of which will not exceed the total cost of the holiday. You are therefore strongly recommended to take out travel insurance at an early stage to cover you in event of cancellation.

3. Refunds

Deposits are non-refundable (except under condition 6, 15) but are transferable. Deposits are transferable to another specified tour but are subject to deductions for any expenses incurred by me. Balance payments are also non-refundable except under conditions 6 & 15, but are transferable in accordance with Transfer of Bookings. Insurance is therefore essential.

4. Transfer of Bookings

Tour participants may transfer their booking to another person if they are prevented from proceeding with the tour due to sickness or accidents suffered by them or their close family or for other unavoidable reasons such as jury service. However, if there is a waiting list for the tour the place must first be offered to the people on that waiting list. If there is no waiting list and the participant can find another person to take up the place, any additional costs incurred by me relating to the transfer have to be paid for by the transferee. Reasonable notice must be given to me about such a transfer and cannot be made within 56 days of departure.

5. Consumer Protection

All deposit and advance monies paid to me in respect of my tours will be held in a trustee guarantee account until the completion of the tour. In the event of my insolvency all monies will be fully refunded. Details of the trustee account are available on request.

6. Tour Cancellation

I reserve the right to cancel any tour for which there are insufficient reservations not less than eight weeks before the departure date. In the event of my cancellation, all deposits, insurance and other payments made to me will be refunded in full.

7. Cost Increases

These may occur unexpectedly. When calculating my tour prices in advance, I try to anticipate the rising costs of airfares, ground transportation and accommodation. Price changes may also occur because of fluctuating exchange rates. If unexpected cost rises do occur, I may have to increase the tour cost. If it is necessary to increase the tour cost, you will be notified not less than twelve weeks before the departure date with an explanation of the amount. Should it be necessary to increase the tour cost by more than 10%, participants may withdraw without penalty. Tour cost rises of up to 5% will be absorbed within the original stated price.

8. What the Tour Price Includes

The tour price includes all land travel, accommodation and meals as specified in the itinerary of each individual tour and the services of the tour leader(s) throughout. The following items are not included in the cost: Return airfare, travel insurance, passport and visa costs, vaccinations and medication, excess baggage charges, telephone calls, laundry, drinks and food (unless specified in the tour details), tips and items of a purely personal nature. Please note that the flight prices quoted in the tour details are approximate and I accept no responsibility if the actual cost exceeds that quoted when you book your flight. I will give you plenty of notice of the release dates of the Airline flight schedule so that you can arrange your own flights if applicable, remember with budget airlines the earlier you book the cheaper the flights. Under no circumstances whatsoever will a reimbursement be made if the actual cost of the flights are more than those quoted in the tour details.

9. Tour Alterations

Changes in the itinerary may occur even though tours are carefully planned. Indeed, changes will be made to the stated itinerary if in my sole opinion it will benefit the tour by providing better bird-watching opportunities. The itinerary detailed in the tour pages is therefore an illustration of the sites we may visit to gain the maximum bird-watching benefit from the tour, in my sole opinion. As a courtesy to participants, any major changes to the itinerary will be advised in the final tour details sent on receipt of the final balance. A change in the order that locations are visited is not deemed to be a major change. Should a major change of itinerary or

schedule be forced on us while the tour is in progress by, for example, strikes, weather delay or breakdown, any additional costs are the responsibility of the participants travel insurance is therefore essential.

10. Passport, Visa and Health Requirements

All participants are responsible for, and must be in possession of, a full British passport, valid for at least six months beyond the end of the tour. In addition, participants must obtain any necessary visas and vaccination certificates required for the tour. Because of changing requirements, and the fact that the tour details are published so far in advance, I do not always specify the requirements. Participants will be advised of visa requirements in sufficient time. As I am not medically qualified, it is the participant's absolute responsibility to seek medical advice regarding vaccinations and medication to ensure that they are prepared by the date of departure. Any medical information supplied in my tour details, or in subsequent correspondence, must be considered as a guide only.

11. Tour Information

General and more specific information will be made available to all tour participants. This may include details such as climate and clothing requirements, recommended reading, bird species we are likely to encounter, flight/ferry information, etc. Please note, however, that there is absolutely no guarantee whatsoever that specific bird species will be seen. Events such as floods, storms, fires etc. may prevent the tour from visiting certain areas resulting in specific bird species being missed, Wingspan will not accept responsibility for this. Any list provided is merely an indication of the species we may encounter on a tour.

12. Accommodation

Accommodation will be in medium-standard hotels/guest-houses/motels/apartments, often with private facilities and TV, unless specified in the tour details. Single rooms are normally available at extra cost. If you are travelling singly, but want to share a room, every effort will be made to find someone of the same sex for you to share with; if this is not possible, however, I will have to pass on the single supplement charge imposed by the hotel/guest house. If you have reserved a single room on a tour and one is not available, you may expect a pro-rata refund for that day. On rare occasions the accommodation that has been reserved for the tour may not be available and in the circumstances the leader will endeavour to obtain alternative accommodation of a similar standard although it may be of a lesser standard.

13. Insurance

Travel insurance is absolutely essential and I will insist that suitable cover be arranged for all destinations outside the UK. This will ensure that the necessary protection is provided against loss of deposit, full tour cost and medical costs, which can be enormous, should you fall ill during the tour. Please note that travel insurance rarely provides sufficient cover for expensive optical equipment; you are therefore recommended to add this to your home insurance policy under the 'All risks' section prior to departure. I will insist on proof of travel insurance cover being in effect prior to departure.

14. Restrictions on Participation

My tours do not normally entail strenuous activity but, if this cannot be avoided, it will be made clear in the tour details. Nevertheless, participants must be able to complete moderate walks of several miles a day, sometimes on uneven or slippery surfaces, to meet the schedule of the tour. If you have any health problems or physical limitations, you are required to advise me prior to booking. To cater for the needs of all levels of birdwatcher, my tours sometimes involve long days in the field and travelling long distances. Subject to the itinerary of the tour, however, I can usually arrange for a half or a full day's rest for those who wish to opt out at any time. Small groups do, of course, call for consideration from all to ensure that everybody enjoys the tour. Your co-operation in not participating in any antisocial behaviour, such as smoking in the bus, is therefore expected. I reserve the right to send home at their own expense any person who will not conduct themselves in an acceptable manner, at my sole discretion.

15. Group Size

The maximum group size is usually 8, excluding leaders. This is a suitable maximum group size to enjoy the tour considering the transport we use and the location of the tour. As a guide, however, most group sizes are between 6 & 8 participants. I reserve the right to change leaders without notice. The minimum size of a group is 4, participants, if the number of bookings does not reach this figure within 8 weeks of the commencement of the proposed tour I reserve the right to cancel the tour and refund the full amount paid by all participants.

16. My Responsibility

I will take all reasonable steps to ensure that all services provided are of an acceptable standard. I cannot, however, accept liability for physical injury, loss, damage or expense resulting from any event whatsoever beyond my control. Insurance is therefore absolutely essential.

17. Data Protection Act

Your records are maintained on a computer database and are used solely for the purpose of marketing by Wingspan and are not divulged to anyone else. If you wish your records to be amended or deleted please advise me.

18. Errors and Omissions

Whilst the greatest care is taken in the preparation of my tour details, mistakes can occur. Unless the error or omission has a major effect on the tour to the extent that the number of species seen is materially affected then no claim for compensation can be entertained.

