

TERMS & CONDITIONS

Your Financial Protection

When you buy an ATOL protected air package from Celtic Bird Tours you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Tours Organisers License 6839. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

Flights

If desired and where possible, we will arrange your holiday flight from your local airport. There is usually a supplement to pay in addition to the quoted holiday price and this service can only be offered if it does not interfere with the holiday schedule. We may also take advantage of the ever growing number of budget airlines to ensure that small groups can travel rather than cancel tours owing to lack of numbers and also if the schedule involves a return from an airport other than that by which you arrived. Participants must reconfirm their flights with the given airline 24 hours in advance of departure at the end of the tour. Celtic Bird Tours can not be held responsible for any missed departures by way of failure to comply with this clause.

Your Tour Contract

When you make a booking, you guarantee that you have the authority to accept, and do accept, on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law and both agree to submit to the jurisdiction of the English Courts at all times. ***** Please ensure if you are travelling overseas that the name [s] on the booking form matches that exactly on your passport [s]. Failure to do so may result in you being turned away at the point of departure. Mistakes on tickets prior to travel may incur a financial penalty or cancellation fee with no guarantee of an alternative seat being available *****

Your Tour Price

When you make your booking, you must pay the required deposit as set out in our literature unless agreed otherwise. The balance of the cost of your tour arrangements must be paid at least ten weeks [four weeks on UK holidays] before your departure date. If the deposit or balance is not paid in time, we reserve the right to cancel your tour arrangements. If the balance is not paid in time, we have the option to retain your deposit. The cost of your tour arrangements is subject to surcharges for increases in transportation costs such as fuel, scheduled airfares and any other airline surcharge, which are part of the contract between airlines and the tour operator. Overseas tours are calculated at exchange rates many months in advance of publication and will be subject to change in the event of adverse currency exchange rate variation. Even in this case, we will absorb an amount to 2% of the price of your tour arrangements, which excludes travel insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means you have to pay more than 10% of your tour arrangements, you may cancel your tour arrangements and receive a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your tour arrangements, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be made in writing from the person who made the booking at least 21 days prior to departure. You will be asked to pay an administration charge to cover any cost we incur in making this alteration. You should be aware that these costs will increase the closer to the departure date that changes are made and therefore you should contact us as soon as possible. Note: Certain travel arrangements [e.g. Apex Tickets] cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation.

If You Cancel Your Tour

You, or any member of your party, may cancel your tour arrangements at any time. Written notification from the person who made the booking must be received at our office. Since we incur costs in cancelling your tour arrangements, you will have to pay the applicable cancellation charges. Cancellations more than 70 days in advance of departure will result in loss of deposit only. Thereafter the following charges will apply:

22-69 Days	50% of total tour costs
1-21 Days	100% of total tour costs
Day of Departure	100% of total tour costs

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Travel Insurance

Whilst, we are unable to provide travel insurance, we consider appropriate travel insurance to be essential. It is your responsibility to ensure that the cover you purchase is adequate for your particular needs.

If We Change or Cancel Your Tour

It is unlikely that we will have to make changes to your tour, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you at the earliest opportunity. We also reserve the right in any

circumstances to cancel your tour. For example, if the minimum number of clients required for a particular tour is not reached, we may have to cancel it.

However, we will not cancel your tour less than eight weeks before departure date, [four weeks within UK and not applicable to pelagic boat trips] except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked tour arrangements, you can either have a refund of all monies paid or accept an offer of alternative arrangements of a comparable standard from us, if available. Should major changes to the itinerary occur, participants will be advised and may withdraw without penalty. Any changes that are beyond our control whilst the tour is in progress and incur additional costs, such as weather delays, strikes, acts of war, acts of god, terrorism, financial failure of airlines, or any other causes beyond our control, are the responsibility of the participants. Please note that carriers such as airlines used in our tours may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change to accommodation to another of the same standard, changes in the order of sites to be visited, changes advised by our tour leaders. We reserve the right to send home at their own expense, anyone that will not conduct themselves in an acceptable manner or who show scant regard for any wildlife that we may be watching.

If You Have a Complaint

If you have a problem during your tour, please inform the tour leader immediately so that they can endeavour to put things right. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the tour and this may affect your rights under this contract. If your complaint is not rectified locally, please follow this up within 28 days of your return by writing direct to our Customer Service Department at 84 Coity Road, Bridgend CF31 1LT, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us in quickly identifying your concerns and speed up our response to you.

Our Liability to You

Celtic Bird Tours will take all reasonable steps to ensure that all services provided are supplied as described in our marketing literature. We cannot, however, accept liability for physical injury, loss, damage or expense resulting from any event whatsoever beyond our control. Whilst every care is taken in the preparation of our brochure, mistakes can and sometimes do occur. Unless the published error or omission has a major effect on the tour arrangements to the extent that the number of species seen is materially affected then there are no grounds for claims for compensation.

Conditions of Carriage

The contractual terms of the companies that provide the transportation for your tour will apply to this contract. These may contain terms, which affect your right to compensation. You may request a copy of the relevant conditions of carriage from our office. The brochure is our responsibility, as your tour operator. It is not issued on behalf of, does not commit any airlines mentioned therein or any airline whose services are used in the course of your tour arrangements.

Passport and Health Regulations

It is the sole responsibility of all participants to ensure that they possess a passport that is valid for up to 6 months after completion of their tour. In addition, any visas and inoculation certificates are also the participants' responsibility. We can advise on these matters but any information must be taken as a guide only and is not necessarily accurate. A reasonable level of physical fitness is required, as most tours will include some walking, possibly on uneven or slippery surfaces. Any limitations on your ability to participate must be advised prior to booking. Participants are requested not to smoke whilst in tour vehicles, hides and when in close proximity to other group members.

Birds

The birds listed in the itineraries are meant as a guide only and are not guaranteed to be present. Some birds not listed may also occur.

Tips and Gratuities

We prefer to leave this aspect of our tours purely to your personal discretion. Tips in North American restaurants are included in your tour price.

Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, dietary requirements etc. We take full responsibility for ensuring that proper security arrangements are in place to protect your information. We must pass the information on to relevant suppliers of your arrangements such as a tour operator, hotel etc. The information may also be provided to security or credit checking companies, public authorities such as customs or immigration, if required, by law. Additionally, where your holiday is outside the European Economic Area [EEA], controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass on any information to any persons not responsible for your travel arrangements. This applies to sensitive information you gave us, such as disabilities or dietary or religious requirements. In making this booking, you consent to this information being provided to the relevant persons. We will hold your information, where collected by us, and may use it to inform you of offers in the future. You are entitled to a copy of your information as held by us. If you would like to see this, please ask us.