

Booking terms and conditions

The following terms and conditions form the basis of your contract with **Focus Nature Limited**. Please read through them carefully as they set out our respective rights and obligations.

These conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract. All references in this document to '*booking*', '*contract*', '*itinerary*', '*tour*' or '*arrangements*' mean such holiday arrangements.

In these terms and conditions, references to '*you*', '*your*' and '*party*' means all persons (or any of them as the context permits or requires) named on the booking (including anyone who is added or substituted at a later date) and '*party leader*' means the adult who makes the booking. '*We*', '*us*' and '*our*' refers to Focus Nature Limited.

1. Making your booking

To confirm a booking, you will need to provide us with all information requested and all bookings are subject to these booking conditions. You will accept these conditions by signing and returning our booking form or by other written means (including email). The leader of the party must be at least 18 years of age and must be authorised by all persons named on the booking, or their parent/guardian if any person is under 18, to make a booking with us on the basis of our booking conditions. The party leader is responsible for making all payments due to us as set out in clause 2 below. If your reservation is made through an authorised travel agent, we shall address all communications to the agent.

Subject to receipt of payment due and availability of your chosen arrangements at the time of booking, we will confirm your booking by written communication (by post or email) to the party leader or your travel agent. Please contact us immediately if you do not receive this confirmation of any payments made or if the details are inaccurate. We regret that we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of our sending it out. We will make every effort to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this rule is where the error in question was made by us and there is good reason why you did not tell us about it within the aforementioned time limits.

2. Payment

The applicable deposit (25% of the total tour cost), or if you are booking within 90 days of departure, the total tour cost must be paid at the time of booking. For some tours we may request a larger deposit to cover non-refundable elements of the holiday which must be paid in advance to our suppliers. We typically require full payment to be completed 90 days prior to departure of your tour, although the final payment deadline will be specified on your invoice.

If we do not receive all payments due (including surcharge where applicable) in full and on time, we may assume that you have chosen to cancel your booking. In this scenario, we will be entitled to keep all payments which are paid or due at that date. If we do not cancel immediately because you have promised payment, you must pay the cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled.

3. Prices

The prices quoted on our website generally assume a minimum of persons booked onto any one tour for a specific set of dates before we can confirm the holiday. This figure varies though and often we may agree to operate the tour for a smaller number of passengers for a pre-agreed supplemental fee. If the group size falls to below the minimum number we reserve the right to either cancel or run the trip. We promise to advise you at least 6 weeks prior to departure if we have to cancel your holiday due to lack of numbers. Clause 10 of our booking terms will then apply. For groups, the price per person quoted at the time of booking is based on a specified number of participants. If the number of passengers changes at any time prior to departure (including where confirmed participants cancel without being substituted and pay less than 100% cancellation charges), we reserve the right to re-cost the trip and price per person. This increase will be payable by all remaining participants. It will not be a surcharge and accordingly will not be subject to the surcharge provision set out in clause 9. All our prices are based on 2 persons sharing a room. If you require a single room, a supplement will be payable.

4. Your contract

A binding contract between you and us comes into effect when we despatch our confirmation invoice to the party leader or your travel agent. We both agree that English law (and no other) will apply to that contract and to any dispute, claim or other matter of any description that arises between us ('claim') (except as set out below). We both also agree that any claim must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or N. Ireland, you may choose to have the contract and your claim governed by the

law of Scotland or Northern Ireland as applicable (but if you do not so choose, English law will apply).

5. Special requests and medical conditions/disabilities/reduced mobility

You should advise us of any special requests in writing at the time of booking. We will advise the relevant supplier of such requirements but cannot guarantee that they will be met unless we have specifically confirmed this in writing (where possible). Confirmation that a request has been passed on to a supplier or noted or its inclusion in your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until confirmed in writing, all special requests are subject to availability.

If you suffer from any medical condition, disability or reduced mobility which may affect your holiday or any special requirements as a result of the condition, disability or reduced mobility (including any that affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, full details must be given to us in writing at the time of booking and whenever any change in the condition or disability or mobility occurs. It is also your responsibility to promptly advise us if any medical condition or disability or reduction in your mobility which may affect your holiday develops after your booking has been confirmed. Any client affected by a disability or medical condition must ensure that their travel insurers have been notified of it and that their travel insurance will cover it.

6. Insurance

You must have adequate and appropriate travel insurance. This must as a minimum cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of damage, loss, injury, delay or inconvenience. Policy details should be read carefully and taken on holiday with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

7. Changes by you

If you wish to make any alterations to your tour, we will try our best to help, but cannot guarantee that alterations will be possible. If they are, these will be subject to payment of any amendment or other charges imposed or incurred by the relevant supplier plus the sum of £50 per amendment/booking (as applicable) to cover our administrative costs. Requests for amendments must be made in writing by the party leader.

If we agree to a request to transfer you from one tour to another you will be liable for the cancellation charges applicable as a result of cancellation of the original holiday in addition to the cost of the new one (unless there has been an alternative arrangement has been

agreement with us). In addition, we also reserve the right to charge an administration fee of 10% of the value of the first holiday booked.

If you are prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified at least 14 days prior to the start date of your holiday. All costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be effected. Any overdue balance payment must also be received.

8. Cancellation by you

Should you or any member of your party need to cancel your holiday after it has been confirmed, the party leader must immediately inform us in writing. Your notice of cancellation will only be effective when it is received in writing. As we incur costs from the time we confirm your booking, the following cancellation charges will be applicable. Where the charge is shown as a percentage, this is calculated on the basis of the total tour cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of cancellation.

Days before departure:	Portion of total tour cost chargeable
More than 80 days	Deposit only
45-80 days	50%
30-44 days	75%
29 days or less	100%

Depending on the reason for cancellation, you may be able to claim these cancellation charges (less any excess) under the terms of your insurance policy. Claims must be made directly to your insurance company.

Deposits are not refundable in the event of cancellation by you except as set out in these booking terms. Deposits include any additional amounts payable at the time of booking to cover non refundable elements of the holiday which need to be paid to suppliers at this stage or prior to balance due date. Partial cancellation may result in additional costs being payable by the remaining participants.

9. Price changes after booking

Prices listed on our website, brochure and on custom tours are based on exchange rates and costs as they are at the time the itinerary and quote is prepared. We reserve the right to make changes to and correct errors in these quotes rates at any point before your holiday is confirmed.

Once the price of your tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of a change in transportation costs (e.g. fuel rates, park entry fees) or in dues, taxes or fees payable for services or in the exchange rates(s) which were used to calculate the cost of your holiday.

If any surcharge is greater than 15% of the cost of your tour (excluding any amendment charges), the party leader will be entitled to cancel the booking and receive a full refund of all monies paid to us (except for any previous cancellation or amendment fees) or alternatively purchase another holiday from us as referred to in clause 10 below. Please note that travel arrangements are not always purchased in local currency and certain apparent changes have no impact on the tour price due contracts and other protection in place.

You have 12 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour where appropriate. If you do not tell us your wish to do so within this timeframe, we will assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

10. Alterations and cancellation by us

The majority of our holidays are planned many months in advance which means that occasionally we have to make changes to and correct errors in details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we make every effort to avoid changes and cancellations, we reserve the right to do so.

The majority of changes are minor, a few may be more significant. The latter would be a change made before departure which we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include things like duration for which a destination is visited on a tour whether it is reduced/increased or withdrawn altogether, or alterations to locations listed in a tour description which may happen for any number of reasons.

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

- a) Accepting the changed arrangements
- b) Purchasing an alternative holiday from us, of a similar quality to that originally booked if available. Providing we are reasonably able to, we will aim to offer at least one alternative option of at least equivalent standard and if possible, similar description, for which you will not be asked to pay any more than the original price. If this holiday is cheaper than the one on which you are booked, we will refund the price difference. If the party leader chooses not

to accept the alternative holiday offered, you may choose any of our other holidays which have availability. The applicable price for this holiday must be paid. This may mean paying more or receiving a refund depending on the difference in cost.

- c) Cancelling/accepting the cancellation in which case you will receive a full and quick refund of all monies paid to us.

Please note: the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will as a minimum (where compensation is appropriate) pay you the compensation set out below depending on the circumstances and when the significant change or cancellation is notified to you or your travel agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we have to cancel because the minimum number of persons required to operate your holiday is not reached. No compensation will be payable and the above options will not be available if we cancel due to your failure to comply with any requirement of these booking conditions entitling us to cancel (including paying on time) or if the change made is a minor one. A minor change is any change which is not a significant one.

Period prior to departure within which a significant change or cancellation is notified to the party leader or your travel agent	Compensation per person
More than 50 days	Nil
49 to 40 days	£10
39 to 30 days	£15
20 to 15 days	£20
14 to 0 days	£30

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will endeavor to make alternative arrangements in respect of those services at no extra charge, or, if we are unable to do so or you wish to not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure with us as soon as we are reasonably able to (using the same type and class of transport included in the holiday) and a pro rata refund of the cost of the remainder of your holiday. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking the circumstances into account. Compensation and refunds (unless obtained from our suppliers) will not be payable where the situation is caused by force majeure - see clause 11.

11. Force majeure

Except where otherwise specified in these booking terms, we regret that we accept no liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 15.2) as a result of 'force majeure'. In these booking conditions, 'force majeure' refers to any event or circumstance which we or the supplier of our the service(s) in question could not, even with all due care, foresee or avoid. Examples include but are not limited to (in all cases whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, nuclear or natural disaster, pandemics/epidemics, flood, fire, adverse weather conditions and closure or restriction of airspace or airports.

12. Flexibility of itineraries and your responsibilities overseas

The type of travel we offer requires flexibility on your part. The tour itinerary provided at the time of booking is intended to be followed but local conditions and other circumstances may require alterations. The final decision on the itinerary and conduct of any holiday will be taken by us in the interests of the group as a whole. At all times the decision of our tour leader or overseas representative will be final on all matters likely to affect the safety and well being of the tour being operated. At all times, you must strictly comply with the customs, laws, foreign exchange requirements and drug regulations of the countries visited. Should you fail to do so, you may be required to leave the holiday, and we reserve the right to instigate this if necessary. In this situation, you will not be entitled to the payment of any refund, expense or other sum whatsoever.

13. Damage and behaviour

You are responsible for any loss or damage you cause. Full payment for any such damage/loss (reasonably estimated if not known precisely) must be made direct at the time to the accommodation owner, manager or other supplier. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than that paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect you to have consideration for other people and the environment. We strongly condemn the collection or harm of any specimen from the natural world. Our holidays aim to provide the opportunity to view and photograph wildlife but not to disturb it! If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to anyone or damage to property or fail to comply with the reasonable instructions of our tour leader or overseas representative or with clause 12, we are entitled, without prior notice, to terminate your holiday. In this situation,

you will be required to leave the accommodation or other service. We will hold no further responsibility towards you including any return travel arrangements. No refunds or compensation will be paid and we will not meet any expenses or costs incurred as a result of the termination.

14. Inherent risks

By booking with us, you acknowledge and accept that the holidays we offer often involve their own inherent risks and dangers due to matters such as the geographical location of the tour, activities involved, proximity to wildlife and distance from medical facilities. Such risks may on occasion be significant and include but not be restricted to injury, disease, illness, death, loss or damage to property, inconvenience and discomfort.

15. Our responsibility for your holiday

15.1 We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or the contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, the contracted arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for suppliers and agents).

15.2 We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- The act(s) and/or omission(s) of the participant(s) affected or any other participant(s); or
- The act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- 'Force majeure' as defined in clause 11 above.

15.3 The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the

services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 15.1. We do not make any representation or commitment that all services will comply with the applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

15.5 Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500 per participant affected or twice the price (excluding any amendment charges and charity donations) paid by or on behalf of the participant(s) affected, whichever is the lower, unless a lower limitation applies to your claim under clause 15.6 below. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price (excluding any amendment charges and charity donations) paid by or on behalf of the participant(s) affected in total unless a lower limitation applies to your claim under clause 15.6 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

15.6 Where any claim or part claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any road, sea or rail carrier to which any international convention or EC regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulations which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Athens Convention for international travel by sea (as amended by the 2002 Protocol where application) and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question.

15.7 Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) 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 or (2) did not result from any breach of contract or other fault (for which

we are legally liable) by ourselves or our employees or, where we are responsible for them, our suppliers or (3) relates to any business (including without limitation, self employed loss of earnings).

16. Complaints

If you have any complaint whilst on holiday, you must immediately inform your tour leader or our overseas representative who will use all reasonable efforts to remedy it. If you remain dissatisfied, you must make full details of the complaint known to us in writing within 28 days of the end of your holiday. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

17. Flights

None of our tours include flights, although we may advise you on which flight would be most suitable for your selected holiday. Please be aware that it is your responsibility to arrive at the departure point for the contracted arrangements in good time before these commence. In the event that flight delays or cancellation result in your late arrival, you will be responsible for all costs we incur in assisting you to join the holiday at a later stage. No refunds will be provided in respect of any services which are unused as a result. Similarly, our contractual responsibilities cease at the end of your contracted arrangements.

18. Delays and the Denied Boarding Regulations

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. The airline concerned will be responsible for you in the event of flight cancellation or delays and may provide refreshments / meals / accommodation in the event of a delay or cancellation.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 15.2 of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/ or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other

payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements.

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. If your airline does not comply with these rules, you may complain to the Civil Aviation Authority on 020 7453 6888 or by email to passengercomplaints@caa.co.uk or see www.caa.co.uk – Referring your Complaint to the CAA.

19. Local standards

It is the 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. Generally, these requirements and standards will not be the same as the UK and may often be lower.

20. Passports, visas and health requirements

All participants must be in possession of a valid passport and all visas, permits and certificates, including medical certificates, required for the whole of the holiday booked. It is your responsibility to obtain these unless you are expressly advised otherwise by us. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. The party leader must ensure that all participants are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you are not a British citizen or hold a non British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or costs incurred by us, you will be responsible for reimbursing us accordingly.

We require details of the passports held by all participants no later than 6 weeks prior to departure and for some tours as early as 4 months prior to departure. A full British passport usually takes approximately 2 to 4 weeks to obtain unless you are 16 or over and are applying for a first passport. The UK Passport Service has to confirm your identity before issuing such a passport and asks applicants to attend an interview in order to do this. A minimum of 6

weeks should be allowed in this case. If you do not have a passport or will need to renew it prior to departure, you are recommended to apply at least 2 months in advance.

Requirements generally and for any country may change and you must check the up to date position in good time before departure with the embassy or consulate of the country(ies) you are travelling to and through.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. For holidays in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from www.ehic.org.uk. An EHIC is not, however, a substitute for travel insurance. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

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