



BIRDING HOLIDAYS IN THE GAMBIA

Booking Terms and Conditions

Halcyon Gambia Ltd is the trading name of an unincorporated travel partnership founded in 2006 by Philip & Clare Randell along with their parents Robert & Jane Randell. The conditions below form the contract between ourselves (Halcyon Gambia) and you (the customer). Please read them carefully.

1. A reservation is made once a completed booking form, together with the appropriate booking deposit, have been received from you and confirmed in writing by us. At this date a contract will come into force between us. Our written confirmation of your booking means that we agree to operate your holiday as stated in the brochure. The contract, which is deemed to have been made at our offices in the UK, is governed by English law and is subject to the exclusive jurisdiction of the English courts.
2. The balance must be paid not later than 8 weeks prior to the start of the holiday. The date the balance falls due will be advised by us when we confirm your booking. If the balance has not been paid by the due date we reserve the right to treat your booking as cancelled and levy appropriate cancellation charges.
3. You may cancel your booking at any stage. Notice of cancellation can only be accepted in writing and takes effect on the day such notice is received by us. In the event of cancellation your booking deposit is non-refundable. Cancellation charges are as follows:

Over 70 days before departure	deposit only
70-43 days before departure	50% of total tour cost
42-29 days before departure	75% of total tour cost
28 days or less before departure	100% of total tour cost

4. To protect yourself against cancellation we recommend that you purchase travel insurance. If the reason for cancellation falls within the terms of your insurance, the above charges will normally be refunded to you by the insurance company, less premium cost and any excess applicable.
5. If you are unavoidably prevented from proceeding with your holiday, you may transfer your booking up to 30 days prior to departure to another person, providing the transferee meets any conditions which may apply to the booking. We shall make a charge of £50 per person for administrative costs, plus all additional charges imposed by our suppliers arising from the transfer.
6. No compensation is payable in respect of changes as a result of unusual or unforeseeable circumstances beyond our control, examples of which include: force majeure (war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, epidemic, fire, adverse weather conditions, non-availability of fuel; or by industrial dispute.
7. We reserve the right to change any of the prices contained in this brochure at any time before we enter into contract with you. If there is any upward change, we will

notify you before we enter into such contract. If you have already booked and the change is downward, the price you pay will, of course, be the new lower price.

8. Special requests must be advised to us prior to departure and preferably at the time of booking. We will advise the relevant supplier(s) of your requirements but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.
9. **Itineraries:** The birds, wildlife and itineraries within our brochure, website and tour information packs outline our planned programme but are intended only as a guide. You should see a reasonable proportion of the birds mentioned if you have good eyesight and participate fully in the tour. Our itineraries do not constitute contracts and we reserve the right to change them at any time for emergency, logistical or other reasons so long as these alterations are in keeping with the nature of the tour. The final decision for any change rests with our office, or our experienced tour guide(s) who are often best placed to assess the situation 'on the ground'. We strive rigorously to ensure that all guides accompany their stated tours but in assigning leaders eighteen months or more in advance, we reserve the right to substitute a leader(s) if absolutely necessary. We will not be held liable for any loss whatsoever caused a result of any delay or alteration.
10. You must at all times strictly comply with the laws, customs and regulation of the countries visited, and conduct yourself in a manner deemed by the leader to be compatible with the satisfactory operation of the tour. We reserve the right to dismiss from the group any person unable or unwilling so to do. Any person so dismissed shall have no cause for complaint or refund, and shall bear all the extra expenses of his/her return home.
11. We will accept responsibility for loss or damage due to the acts or omissions of our employees, agents and suppliers. We will accept responsibility for the negligent acts or omissions of our employees, agents and suppliers whilst acting within the scope of their employment in respect of claims arising as a result of death, personal injury or illness to the client. Claims in respect of the above matters shall (in respect of both liability and quantum) fall within the exclusive jurisdiction of the courts of England. All claims must be notified to us in writing within 28 days of your return from the holiday.

We will accept no responsibility or liability in respect of claims arising out of your own acts or omissions, or those of a third party not connected with the provision of your holiday. We will accept no responsibility or liability in respect of losses or additional expenses incurred as a result of transport delays, sickness, weather, war or political crises, strikes, acts of God or other events which amount to force majeure. All such losses or additional expenses will be borne by you.

12. If you should have a complaint please notify the leader(s) as soon as possible in order that the matter can be dealt with promptly. If it is not dealt with to your satisfaction on the spot, the nature of the complaint should be stated in writing promptly and preferably within 28 days of the date scheduled for your return from the tour. In any event, we will not be under any liability in respect of any claim of which we are not notified in writing within 3 months of the date scheduled for your return.
13. All participants must be covered by insurance before setting out on holiday. Your insurance must cover you fully in respect of medical care and repatriation should you become too ill to continue with the tour, including the cost of emergency evacuation by helicopter or air ambulance should this be necessary. Note that passenger liability insurance covering the transportation that we hire, particularly in Third World countries, may be inadequate; it is therefore important that your insurance cover includes sufficient provision for your dependents in the event of an accident.
14. All names and addresses on the Halcyon Gambia Ltd mailing list are held on computer. These are strictly confidential and NOT available except for our own use. However, if you object to your details being stored in this way, please let us know and we will remove your details.