

## TERMS & CONDITIONS

We are Devon Wildlife Tours, a trading name of Matthew Collis.

Our address is 5 Brook Orchard, Kingskerswell, Newton Abbot, TQ12 5AX.

Our contacts details are [info@devonwildlifetours.co.uk](mailto:info@devonwildlifetours.co.uk) and 07989183437

The following Terms & Conditions form the basis of your contract with Devon Wildlife Tours for the provision of Tour Services you book with us. Please read them carefully and ensure you understand all responsibilities and obligations as outlined.

### Clarification of terms:

Where the words 'you' and 'your' are used, this includes the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking. Where the words 'we', 'us' and 'our' is used, this means Devon Wildlife Tours.

### Other definitions:

"Tour"	means any multi-day wildlife tour itineraries we offer as described on our website.
"Tour Services"	means our service in providing wildlife guiding during a 'Tour' as defined above.
"Party Leader"	means the named person who will act as liaison on behalf of all members of the booking party.

## 1. The contract between us

This contract comes into existence once we send a confirmation invoice to you. At this point you will have undertaken to pay for your booking and we will have undertaken to provide you with the Tour we describe on our website.

Whatever Tour you choose, the terms of this contract will apply unless we indicate otherwise.

## 2. Making a booking

For you to make a booking, we require a deposit and completed booking form, as provided on our website.

The completed booking form must be sent to us along with the deposit (or full payment if booking within 40 days of agreed start of tour). On receipt of your booking form and deposit, we will issue a confirmation invoice to your party leader including outline details of your booking. Our confirmation invoice will be sent to you by post or email. At this point, the full terms & conditions of this contract will come into force so please check this invoice carefully as soon as you receive it.

We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.

## **2.1 Your authority to book for others**

You must nominate a party leader (who must be at least 18 years old at time of booking) who will act as the main/sole point of contact for the duration of our contract.

The party leader must complete our booking form. It is your responsibility to ensure all of the details on your booking form are correct and notify us of any discrepancy or misunderstanding immediately.

The party leader must ensure the accuracy of the personal details and information supplied by other members of your party. They are also responsible for whatever communication is necessary to keep other members of the party fully informed.

The party leader must be authorised to make the booking on behalf of all persons named within the booking party including any persons who are under 18 at the time of booking. By signing our booking form, the party leader guarantees they have the authority of each of those other people to enter into this contract and that they have agreed to be jointly and severally liable to us. The party leader now accepts personal liability for the acceptance and compliance of each of those people, with these contract terms.

By signing our booking form, the party leader agrees to disclose to us the personal details of all members of the booking party including any information on health conditions, disabilities or dietary requirements.

The party leader is also responsible and liable for making all payments and we shall look only to you for making payments as they become due.

## **3. Fees**

The cost of each tour will be confirmed at the point of booking and be included within your booking invoice.

When you make your booking, we shall ask you for a deposit of a 25% of the total cost. Deposits are non-refundable, except as mentioned below, but in some cases may be transferable to another Tour.

The full balance of the price must be paid at least 35 days before your agreed start of the tour. If the balance is not paid on time, we shall cancel your booking and retain your deposit.

Any booking made less than 35 days prior to the agreed start of the tour must be accompanied by full payment.

We shall not change the price of your booking once we have accepted your booking.

### **What is included in the price of a Tour?**

- wildlife guiding services as outlined within our Tour itineraries on our website (approximately 8 hours per day)

#### **What is NOT included?**

- any transport
- accommodation
- any meals or drinks
- travel insurance or any other insurance personal to you
- any additional costs chosen by you during the tour

#### **4. Cancellation Policy**

##### **4.1 Cancellation (by you)**

Cancellation requests must be sent by email to [info@devonwildlifetours.co.uk](mailto:info@devonwildlifetours.co.uk) and will only be effective once received by us. We will not accept a cancellation by telephone alone.

Cancellation incurs costs for us. We therefore charge a rounded cancellation fee as follows:

- A full refund up to 35 days before the agreed start date of the tour.
- Cancellation requests received within 14-35 days of the agreed start date will receive a refund minus the deposit.
- Cancellation requests received within less than 14 days of the agreed start date are not subject to any refund and liable to pay in full.

We will return any money due to you within 14 days.

##### **4.2 Cancellation (by us)**

We will not cancel your booking within 35 days of your agreed tour start date except for reasons of force majeure, personal illness or failure by you to pay the final balance.

Excluding reasons of non-payment, should we cancel your tour, you will be notified as soon as possible and offered the choice of rearranging or a full refund.

We will return any money due to you within 14 days.

We strongly recommend you take out travel insurance which may cover costs of cancellation.

##### **4.3 Definition of Force majeure**

Force majeure is any event beyond a supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. This include events such as warfare, acts of terrorism, significant risks to human health, natural disasters (floods, fire, earthquakes etc.), human disaster (fire, chemical or biological), government or local authority instruction, strikes and protests.

In the event of 'force majeure' we can accept no liability for any failure to fulfil our contractual obligation or to pay compensation. You may be able to recover any costs to yourself under the terms of your insurance policy.

#### **4.4 Unavoidable and extraordinary circumstances**

Either party has the right to cancel your booking at any time before departure without charge in the event of 'unavoidable and extraordinary circumstances' occurring at the tour destination or its immediate vicinity. This also applies if the delivery of the tour will be significantly affected or transport arrangements to the destination are affected. In these circumstances, we shall provide you with a full refund but are not liable to pay you any additional compensation.

Please note: Your right to cancel in these circumstances will only apply where UK Government advises against travel to the tour destination or its immediate vicinity. For the purposes of clarity, 'unavoidable and extraordinary circumstances' means incidences such as warfare, an act of terrorism, significant risks to human health (such as the outbreak of serious disease) or natural disasters (floods, fire, earthquakes etc.) which make it impossible to travel safely to the tour destination.

#### **5. Changes to booking (by you)**

Should you wish to make any changes to your booking, you must notify us by email as soon as possible. Whilst we will endeavour to be flexible, we cannot guarantee we will be able to meet any such requests. An amendment fee of £25 may be applicable at the discretion of us.

Should you wish to change the personnel named in the booking, please note:

- i) By confirming a change, any new personnel become agreeable to these terms & conditions as a contract between us;
- ii) All essential details need to have been collected, including special requirements, as outlined in the booking form;
- iii) You, as the party leader, remain liable for all payments.

Should you wish to cancel the tour for any reason, our policy as set out in section 4 will apply.

We will not refund or compensate you if changes made to your booking, or re-booking, leave you paying for parts of the Tour which you do not attend.

#### **6. Changes to bookings (by us)**

Whilst we endeavour to avoid changes and cancellations, we reserve the right to do so at any point. This includes changes to the advertised price up until you receive our booking form. This also includes any changes to your itinerary prior to the agreed start date. In the event of a change, you will be notified via email or telephone.

In the event that happens, the following terms apply and you may:

- accept the change; or
- accept our offer of alternative arrangements of a comparable standard; or
- cancel your booking, whereupon we will give you a full refund.

We will not compensate you for minor changes outside our control. Examples are changes to sites visited due to unforeseen closures or access limitations.

Any cancellations by us will follow procedures as outlined in section 4.

## 7. Special requests & requirements

Any special requests or requirements should be highlighted by you at the point of booking. While all efforts will be made to accommodate, we have no liability to you if such requests are not met unless the request has been specifically confirmed by us.

If you or any member of your party has any medical problems, reduced mobility or disabilities which may affect your ability to participate or enjoy any aspect of the tour, this should be outlined in full before confirming your booking. We will advise as to the suitability of the itinerary which we can look at adapting at the request of the party leader.

It is your responsibility to review the content of our tour itineraries, ensuring you feel comfortable it suits your level of fitness and does not negatively impact on any medical conditions. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking or, if full details weren't given at the time of booking, cancel and impose applicable fees.

## 8. Complaints

Should you have any complaints during the tour, you must immediately inform us so we can do our best to remedy it immediately. If you feel we have been unable to do so, we ask you submit your complaint in writing within 14 days of your tour's end. We will address this immediately and do our best to reach a settlement with you.

Please note: Failure to follow this procedure may affect our ability to respond to your complaint fully, particularly if it involves an external supplier, and therefore our ability to reach a settlement. It is your responsibility to show how we or our supplier(s) have been negligent.

## 9. Our liability to you

We accept our responsibility to provide the services as set out within the Tour itineraries on our website. If you feel we negligently fail to perform those services, we request you follow our complaint procedure as outlined in section 8.

If we fail to provide the Tour set out on our website and to which these terms apply, we will pay you appropriate compensation. Nonetheless, we must make clear the limitations.

We are not liable if any failure is due to:

- your own carelessness or negligence in any aspect of your behaviour whilst on Tour;
- medical emergencies;
- changes we reasonably make to an itinerary or any other aspect of the management of your booking;
- some third party unconnected with the provision of the tour where we could not reasonably have foreseen or avoided those circumstances;
- any other unusual and unforeseeable circumstances beyond our control;
- a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- any reason you are forced to return home early or you cut short your Tour. We will not be able to offer you any refund nor be liable for any additional costs you may incur.

Additionally, we are also not liable for:

- any loss of and/or damage to any personal possessions or money for the duration of the tour.

The services and features included in your booking are those specified on our website. If you choose to buy other goods or services during your Tour, those are not part of our service, even if we help you to buy or arrange them. Accordingly, we are not liable to you for any happening in connection with that service or goods.

## **10. Accuracy of Tour information**

The information contained within each Tour itinerary, as provided on our website, is correct to the best of our knowledge at the time of writing. We cannot and do not guarantee sightings of any fauna or flora mentioned within tour itineraries which are understandably subject to forces outside of our control. Although we will endeavour to ensure you enjoy our tours no matter what, if you feel any aspects of the tour itinerary, including named species, are vital to the enjoyment or success of your tour, please inform us at the time of booking so we can advise you and avoid disappointment.

## **11. Help we need from you**

Your information pack will provide details about your chosen Tour, but the following are contractual matters:

Although variable, most Tours require reasonable physical fitness and appropriate footwear. Although never without rest, you should be prepared to walk up to 8 miles total in a day, sometimes on uneven or slippery surfaces.

We apply "no smoking" rules in the same way that they are applied by law in the UK and ask you do not smoke during guided excursions.

If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.

### **11.1 Code of Conduct**

Everyone is expected to behave in a manner that does not endanger or disrupt the health or enjoyment of others. If in our opinion or the opinion any of our suppliers, any member of your party is causing or likely to cause damage, danger or distress to any third party, we reserve the right to terminate your tour immediately. Should such an event occur during the tour, we will immediately abandon the tour and we will have no further obligations to you and/or your party.

No refunds will be made nor will we pay any expenses or costs incurred as a result of the termination. You will be liable for any damages or additional charges occurred as a result of your conduct which must be paid at the time. If you fail to do so, you will be responsible for any subsequent costs or subsequent claims made against us, including any legal costs, incurred by us as a result of your actions.

This code of conduct extends to all flora and fauna.