

WHISPER@WILD

Booking Terms and Conditions

Please read the following terms and conditions carefully as they contain important information and will constitute the terms on which you enter into a contract with Whisper & Wild Ltd. By confirming a booking with ourselves, making a deposit payment or sending a completed booking form, we are entitled to assume you have read, understood and agreed to these booking conditions.

- 1. Making a booking:** By making a booking, the first named person on the booking (the “party leader”) agrees on behalf of all persons detailed on the booking that:
 - a. he/she has read these Booking Terms and Conditions and has the authority to and does agree to be bound by them;
 - b. he/she consents to our use of personal data and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
 - c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
 - d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.
- 2. Payment:** To secure your booking, an initial non-refundable deposit is required. This enables us to go ahead and request confirmation of all elements of your itinerary with our suppliers. If you are booking within 12 weeks of departure, the full cost of the holiday must be paid. All further instalments must be paid for by the balance due date stated. Failure to pay an instalment results in forfeiting your place on the trip, and the loss of your previous payments. Full details of payments due can be found on your invoice.
- 3. Cancellation by us:** If we have no choice, due to unavoidable circumstances beyond our control and need to cancel or make significant changes to a confirmed booking we reserve the right to do so and you will be given the option to transfer to an alternative trip or receive a full refund of monies paid. Whisper & Wild Ltd are not liable for any other costs that you incur or have incurred as a result of the cancellation.
- 4. Cancellation by you:** If you need to cancel your trip, please notify us in writing as soon as possible. On small group expeditions if you cancel 90 days or more before departure you will be liable for
 - (a) 10% of the cost of the land arrangements plus the full cost of all flights where we are able to resell your place.
 - (b) 0% of the cost of the land arrangements plus the full cost of all flights where you introduce a new traveller to take your place.
 - (c) 50% of the cost of the land arrangements plus the full cost of all flights where we are unable to sell your place.If your cancellation is 89 days or less before departure you are liable for 100% of the full trip cost, except where you introduce a new traveller to take your place in which case you will receive a full refund excluding the cost of any flights. You may transfer the package to another person, on reasonable notice and possibly subject to additional costs. Flights may not always be transferable.
Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.
- 5. Insurance:** It is a condition of booking that you arrange appropriate travel insurance for the trip you are booking. Your policy must include repatriation, emergency evacuation and search and rescue, cancellation or curtailment, medical expenses, loss of luggage, death, personal injury and illness. Your insurance must cover the duration of the trip. You must provide us with the name of your insurer, policy number and 24-hour emergency number before you travel but we will not check your chosen insurance

policy for suitability. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. If on requests you are unable to show evidence of adequate insurance, we reserve the right to cancel your booking, with retention of all monies paid, depending on the destination of travel.

- 6. Jurisdiction:** Whisper & Wild Ltd is incorporated in the United Kingdom and operates under the laws of England and Wales. Your contract and all matters arising out of it will be governed by the laws of England and Wales and any dispute will be subject to the exclusive jurisdiction of the English courts.
- 7. Liability:** While we will take steps to avoid or mitigate risks to you and your possessions, you acknowledge that travel entails some risks and that you accept these freely. Whilst we will take reasonable steps to avoid and or mitigate any risks concerned, we do not accept liability for any injury or loss that you may suffer due to the actions of third parties, circumstances outside our control, or where you have not complied with instructions provided for your safety, by paid members of the expedition team.
- 8. Experience:** While we will do our utmost to provide the best experience possible, we cannot be held responsible for weather conditions or unpredictable wildlife behaviour that could affect the activity. You travel accepting we cannot guarantee specific wildlife sightings and interactions. Our expeditions often are based in unpredictable regions. We cannot be held responsible for the consequences or effects of any alterations as a result of "force majeure" referring to any unpredictable or unforeseen circumstances that may in turn have a consequential effect on the contents or timing of your holiday. Such events may include, but are not limited to, actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.
- 9. Necessary Changes:** We take great care to ensure that all information provided at the time of booking is accurate. Occasionally, however, we have to make changes to trips. If we make a minor change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours or a change of accommodation to another of the same or higher standard. Occasionally we may have to make a significant change to your confirmed arrangements in which circumstance we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:
 - a) (for significant changes) accepting the changed arrangements; or
 - b) (for significant changes) having a refund of all monies paid
- 10. Health:** By confirming your place on one of our expeditions you are also confirming you are medically fit to participate. We may at any time request a medical declaration stating that you are fit to travel and able to meet the physical demands of the trip. If you are unable to do so we reserve the right to withdraw your place. Where we find your physical health has been previously misrepresented there will be no refund of monies paid due to cancellation by us.
- 11. Special Requests:** If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.
- 12. Passports and Visas:** It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up-to-date position in good time before departure.
- 13. Cutting your trip short:** If you are forced to return home early, or choose to change your travel plans during your trip, we cannot refund the cost of any travel arrangements you have not used. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.
- 14. Confirmed Departure:** Our group trips require a confirmed number of participants in order to run. Please

do not book flights until you have received confirmation that your departure is confirmed. We reserve the right to cancel the tour up until 12 weeks prior to departure. In the event of a departure not running due to lack of participants you will be offered the opportunity to upgrade to a private departure or a full refund of any monies paid.

15. Complaints: Should you encounter any problems during your holiday, please promptly inform our local representative and/or the relevant supplier who should be the primary point of contact to resolve your issue. Should you wish for us to take any action regarding the complaint we must be able to show that it was first reported to the local representative. Failure to adhere to this simple procedure will result in us being unable to accept liability as we have been deprived of the opportunity to investigate and rectify the problem.

16. Your Responsibility: You are responsible for conducting yourself in a manner that is considerate to other people and for following the instruction of our expert guides who are there for your safety.

a) If in our reasonable opinion or that of any other person in authority, you or any member of your party behaves in such a way as to cause, or be likely to cause danger, or distress to any third party or damage to property, we are entitled, without prior notice, to terminate your travel arrangements. In this situation, we will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

b) You are responsible for checking in for flights at the correct time and being in the correct place at the correct time for all other services. We cannot accept any liability if you fail to do so. No credit or refund will be provided for any unused services

YOUR FINANCIAL PROTECTION

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

PROTECTED TRUST SERVICES

All passengers booking with Whisper & Wild Ltd are fully insured for the initial deposit, and subsequent monies paid as detailed on this invoice. Your money is fully protected and is held within an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD. To ensure your payment is allocated onto your booking please use the client reference number detailed in your invoice. Further information on the financial protection that Protected Trust Services Ltd offer please see <https://www.protectedtrustservices.com/consumer/>

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About Whisper & Wild Ltd

Whisper & Wild Travel is a travel company that offers clients the opportunity to pursue their interests and passions, in wild and remote corners of the world. All trips uphold the highest standards in sustainable travel, leaving nothing but a whisper of our visit. We choose small operators, owner run camps and authenticity over commercialism. Whisper & Wild trips offer the opportunity to combine exploration with the things you love to do, leaving only the lightest footprint.

Registered Company Number 14528652, mailing address Signal House, Station Road, Uppingham, Oakham LE15 9TX, United Kingdom

ATOL NUMBER 12515

PROTECTED TRUST SERVICES NUMBER 6041

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