

## Booking Conditions (Bear Trails)

**Booking Procedure:** Bookings are made by forwarding a signed and completed booking form together with a non-refundable 15% deposit to [Wildlife Trails Ltd](#) (registered number 3896507). For itineraries that include Churchill a non-refundable 20% deposit is required. Where a booking is made less than 14 weeks before departure full payment is required. The person signing our booking form does so on behalf of all individuals included on it, such that all are bound by the booking conditions set out here. The balance is to be paid in full 14 weeks before departure. A booking receipt will be issued upon receiving the deposit showing the due date and amount of any outstanding balance, it is at this time that a contract comes in to existence between us.

**Price:** The price includes all services specified in your booked itinerary. It does not include international flights, visa and passport charges, airport taxes, personal expenses, insurance or emergency costs.

**Itinerary:** Itineraries are usually planned several months before travel; there may be factors beyond our control that could make alterations necessary or advisable. We will always endeavour to inform you of any changes in advance.

**Alterations by us:** Wildlife Trails reserves the right to change arrangements or itineraries where we consider it to be in the best interest of our clients, or due to factors beyond our control. The type of travel that we offer is subject to the uncertainties of local bureaucracy, events, weather and road and air travel and other unpredictable and unforeseeable circumstances. Alterations will be communicated to the client as soon as reasonably possible. A refund may be given if these changes are substantial and unacceptable.

**Alterations by you:** Special requirements should be notified at the time of booking to allow notification of the relevant supplier; we have no liability to you if such requests are not met. Alterations after a confirmed booking may be possible, an administration charge of £25 will be charged plus any other additional costs incurred as a result of the changes. If a client is unable to travel the booking may be transferred to another suitable person where the company considers the circumstances reasonable, and if all suppliers agree to accept the name change. Transfers must be requested not less than 30 days before departure, if the transfer is acceptable an administration charge of £50 per person will be made.

**Cancellation by us:** We reserve the right to cancel the tour for reasons beyond our control. Only in exceptional circumstances will the company cancel a tour less than 90 days before travel, unless the client fails to pay the final balance. Upon cancellation the company will issue full refunds of all monies paid, or offer an alternative tour of comparable standard. We accept no responsibility for further compensation.

**Cancellation by you:** A confirmed booking can only be cancelled in writing, cancellation charges will apply. Charges are calculated from the day written notification is received and are shown below as a percentage of the full payment that will be retained:

90 or more days before departure	– retention of deposit
90-61 days before departure	- 50%
Less than 61 days before departure	– 100%

**Insurance:** It is mandatory for all our clients to have adequate travel insurance. When making their own arrangements clients should ensure that they are covered for the type of activities included in their plans, we will require details of your policy prior to your departure. Insurance should cover medical expenses, injury, death, repatriation, cancellation and curtailment for the full duration of the tour. We strongly recommend that you and all party members are adequately insured as soon as you book your trip.

**Passports and visas:** An entry visa is necessary for some nationalities (visit [www.cic.gc.ca](http://www.cic.gc.ca) for information), these can be obtained from their embassies. It is your own responsibility to ensure that you are in possession of a current full passport and entry visa, if required, to satisfy official requirements. The name given to us for booking should be the same as on your passport.

**Complaints:** In the unlikely event that you are dissatisfied with any aspect of your trip the matter should be raised at the time with the relevant supplier, failure to do so could adversely affect any claim at a later date. Matters can usually be put right on the spot. In the event of continuing dissatisfaction a written complaint must be made within 28 days of your return. Any complaints will be investigated fully and we will do our best to reach a settlement with you.

**Risk:** Every effort will be made for your comfort but it must be understood that all trips are potentially hazardous and involve a degree of risk. These include injury, disease, loss or damage to property, inconvenience and discomfort. It is essential that local laws and regulations are obeyed and that the instructions of guides are followed at all times.

**Liability: (i)** Where you do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us in the UK not be as described in your itinerary and not be of a reasonable standard, and, subject to (iii), (iv), and (v) below, will pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

**(ii)** Where you suffer death or personal injury as a result of an activity forming part of your holiday arrangements booked with us before departure, we accept responsibility subject to (iii), (iv) and (v) below.

**(iii)** We accept liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of failure in your holiday arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault, or the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

**(iv)** Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, our liability and/ or the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Convention, a copy of which is available on request.

**(v)** It should be noted that our acceptance of liability in notes (i), (ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday arrangements or any death or personal injury you may suffer. Finally it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out above.

**Contract:** By signing our booking form, you are agreeing to accept all the above conditions, and we agree to operate your holiday in the way stated in your booked itinerary and according to the above conditions. Your contract with us and any matters arising from it shall be exclusively subject to English law and to the exclusive jurisdiction of the Courts of England and Wales.