



Terms and Conditions

Financial Security: In accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all EU/UK passengers booking a tour are fully protected for all monies paid, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Bird-Photo-Tours Asia Ltd, who takes all payments.

Consumer aware: When booking a tour, your booking is insured through IPP Ltd and its panel of insurers. This insurance is only valid for EU/UK passengers who book direct with Bird-Photo-Tours Ltd. This Insurance has been arranged by International Passenger Protection Limited and underwritten by certain syndicates at Lloyds.

Reservations: To make a reservation, complete and return the booking form for the tour you are interested in, together with the deposit in the form of a bank transfer. It is important that under new banking conditions the full title of Bird-Photo-Tours Asia is used on all transfers. Bird-Photo-Tours Asia will then send you written confirmation and a receipt. It is in your own interest to book early to avoid disappointment as we can only accept reservations in order of receipt. Bookings are welcome up to the last minute. Please contact our office for details of vacancies.

Payment: We accept payment in US Dollars and UK Sterling. Whichever currency you use to make the basic deposit payment must be used for all further payments. Switching of currencies is not permitted. Occasionally tours might include different deposit amounts and payment schedules and this will be advised in advance.

The balance for all bookings must be paid 120 days before the tour is due to commence. You will be sent an invoice showing monies paid and the balance due for the tour you have chosen; if the said balance is not paid the booking will be deemed to have been cancelled. Payment should be by bank transfer to Bird-Photo-Tours Asia Limited. Please note that we do not accept part payment of deposits or balances. After receipt of balance we will send you written confirmation of all monies paid, along with advisory notes and the names of other group members.

Cancellations: Any cancellation must be in writing and signed by whoever signed the booking form. It will take effect on the day we receive it. In the event of you cancelling your booking the following scale of cancellation charges will apply:-

- (i) Over 120 days: Loss of basic deposit paid for that particular tour
- (ii) Under 120 days: 100% of tour cost.



If it becomes necessary that we have to cancel a particular tour, whether it be through insufficient reservations, or other factors within our control, then all deposits and other payments will be refunded in full. Should we have to cancel a particular tour due to strikes, war or other political crises, acts of God or other events which amount to force majeure, then we will transfer all monies to an alternative future tour of equivalent itinerary. If this cancellation occurs during the course of the tour then no refund or transfer to another tour is possible. Therefore, Bird-Photo-Tours Asia recommends that having adequate travel insurance including cancellation is essential.

Insurance: It is our policy that all clients must take out comprehensive travel insurance before commencement of a tour. This insurance should at least cover accident, medical evacuation, medical costs, repatriation, and loss of effects. It should be noted that as the majority of our tours are in developing countries, passenger liability insurance covering the vehicles we hire, may be inadequate. It is therefore important that your insurance cover makes sufficient provision in the event of an accident. It is also most advisable that cover begins from the booking of the tour so as to cover any cancellation charges due to, for example, illness prior to the tour commencing.

Passports and Visa Requirements: It is your responsibility to ensure that you have a valid passport and where necessary a visa. Your passport must be valid for at least six months after the duration of your tour. We accept no responsibility for your failure to comply with these regulations.

Health and Vaccinations: Because of the constantly changing recommendations as to immunisation requirements, malaria risk or health certificates, it will be your sole responsibility to seek the most up to date information from your G.P or health centre. All costs arising out of failure to comply must be met at your own expense. It cannot be emphasised enough that if you do have a health problem or physical limitation, we need to know about it so we can be prepared in the case of an emergency.

Sharing Rooms: Bookings are accepted only on the understanding that should no room-mate be available, you will accept single accommodation and pay the appropriate single room supplement. (Smokers should kindly note that smoking is not allowed in the room if you are sharing with a non-smoker.). Please note that there is no absolute guarantee that single accommodation will always be available for those requesting it, and bookings are only accepted on the understanding that the participant agrees to share in the event of an unexpected lack of single accommodation at any location.

Restrictions on Participation and other important details: It is Bird-Photo-Tours Asia' aim to take small groups on tours that do not normally entail too much strenuous activity. If on occasions this cannot be avoided it will be made perfectly clear in the tour itinerary. Some destinations will require early morning starts and possibly late returns, this maximises our opportunities to find and see certain species, and as regular wildlife watchers understand these are by far the most productive times of day.



It will be necessary for participants to be able to complete moderate walks over a variety of terrain. It may be of particular interest to note that some of our tours base themselves in one centre, this allows for a flexible itinerary, resulting in a more relaxed tour. There will be the opportunity for those who wish, to opt out of any particular excursion and do their own thing at their own expense. You are free to do this but Bird-Photo-Tours Asia will not be held responsible for you while making a departure from the itinerary, and it must be stressed that this can only be done if the itinerary and the leader allow.

Small groups call for consideration from all participants so that we may all enjoy the tour. Any antisocial behaviour (swearing, smoking etc) that could be detrimental to the enjoyment of a tour by the other group members shall be deemed to be unacceptable. If after complaints from other tour members the leader finds any person still unable to conduct him or herself in a manner seen fit, then they reserve the right as tour leader to send them home. Any person dismissed will have no cause for complaint or refund, and shall bear all the extra costs of their return home. If you have any health problems or restrictions please contact us and we can advise as to your participation in a tour you may be interested in attending.

Tour participants agree to supply a selection of images for our tour report which may be published on our website. If a participant objects to this they must notify the leader in writing within two weeks of the tours completion.

Tour Alterations: Circumstances can change i.e. weather conditions, transport, political situations and even bird migration. Because of this Bird-Photo-Tours Asia and local ground agents reserve the right to change any particular itinerary. If an itinerary has to be changed by the leader while you are on the tour then you must respect their professional decision. Do not book international flight arrivals and departures without first having confirmation from Bird-Photo-Tours Asia regarding the dates and timings.

Group Sizes: Birdwatching is best enjoyed in a small group, and we aim to offer the best leader per group ratio around. This allows for more personal attention and better opportunities for all group members to see, photograph and enjoy the birdlife. To optimize your enjoyment and to enjoy more bird species we have restricted clients on most of our tours to a maximum of between 5 per advertised terrestrial tour, with a minimum of four for each tour to go ahead. The maximum number for each tour is shown on the respective tour page of the website. With less than four the tour may have to be cancelled, or if the clients wish to go ahead then we will add a surcharge onto the cost of the tour for it to operate. Very occasionally we may go one person over our maximum, thus enabling a couple rather than a single person to fill the tour.

Price Amendments: The price of each tour is calculated well in advance, and unexpected cost changes can sometimes occur. We reserve the right to amend the price of your tour subject to increases or decreases in the following items: governmental action, aircraft fuel, over-flying charges, transport charges and exchange rates (since the tour was originally costed).



Even in this case, we will only amend the price (up or down) if changes of more than 2% are involved. Should the tour cost increase by more than 8% then you will have the right to cancel the tour.

Liability: We have taken all reasonable steps to ensure that the tours published in this website have been properly arranged, and that the travel agents, vehicle hire, hotel, boats, ships, and restaurants are all reputable. We will accept liability as a direct result of negligence or breach of contractual duty in making arrangements for you, including omissions by our agents. We will also accept liability for death, personal injury or illness arising out of our negligence or that of our employees, agents or suppliers. In the case of any other loss or damage suffered as a result of our negligence or that of our employees, agents or suppliers we limit the maximum extent of our liability to twice the amount paid for the tour in question. We cannot accept liability for claims arising out of carriage by air, sea or land as we have no control over the carriers or providers and you are subject to their terms & conditions, which are governed by International conventions which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. We will also not accept liability for matters such as losses or additional expenses incurred as a result of transport delays, sickness, weather, strikes, war or other political crises, acts of God or other events which amount to force majeure.

We will not accept liability if any deficiency, personal injury, or death that does not result from any fault on our part or on the part of our suppliers but is caused by your own acts and/or omissions, by the acts or omissions of a third party or by circumstances which neither we nor our suppliers could have anticipated or avoided even exercising due care.

All our tours are on a 'land only' basis, so we ask that you make sure that particularly when flying out you have made flight arrangements that allow sufficient time to join the tour on time. Please remember that if you are late for the planned departure of the tour it is not possible for us to delay the rest of the group. Any costs incurred in catching up with the group would be at your cost and responsibility.

Complaints: In the unlikely event that you have cause to complain you should notify at least one of your party leaders as soon as possible in order that we may assist you. If you are not satisfied thereafter, please contact us in writing, stating the nature of the complaint within 14 days of the completion of the tour.

Contracts: When you sign the booking form you are entering into a contract made with Bird-Photo-Tour Asia Limited. This means that you agree to accept all the conditions of the booking. Our confirmation of your booking means that we agree to operate your tour as stated on our website, <http://www.bird-photo-tours.com>. The contract is governed by English law and is subject to the exclusive jurisdiction of the English courts.