



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

STANDARD TERMS AND CONDITIONS

All tours offered by **Birding Ecotours** are subject to the following terms and conditions:

You are contracting with **Birding Ecotours** in South Africa (hereafter referred to as 'BE', 'we' or 'us') when you participate in or pay for (into our South African, UK, US or other accounts) any of our tours.

The terms and conditions set out herein form the basis of the contract ('the contract') between **BE** and yourself ('the client') and no reliance shall be placed on any terms, conditions or statements not included herein (including those terms that might be characteristic to the trade) unless they have been reduced to writing and signed by **BE** and yourself (including by electronic signature / email). **BE** and the client (hereafter referred to collectively as 'the parties') are precluded from relying on any statements or assurances not expressly covered in these terms. Hence, you are urged and encouraged to read through these terms and conditions and to familiarize yourself with the content hereof. Should you go ahead and complete the online (or other) booking process and book a tour with us, you will be regarded as having read and consented to the terms and conditions set out in this document.

1. The parties agree that (a) any dispute between them of whatsoever nature and howsoever arising, including any dispute flowing from this contract and/or either parties' obligations in terms thereof, shall be governed by the laws of the Republic of South Africa, and (b) such dispute shall be resolved by the appropriate South African court having jurisdiction in the matter. In this regard, the parties hereby irrevocably consent to the jurisdiction of such South African court.
2. Neither **BE**, nor its members or any of its employees, sub-contractors or consultants, shall be held liable for any damage, loss, injury or death, to any person or property arising from any cause whatsoever, during a **BE** tour, or from any activity related to or undertaken during a **BE** tour. The client accepts that the tour requires a certain level of adventure, and involves an element of personal risk. **If you have never joined a birding tour, please contact us and ask us more about what a birding tour really involves, before signing up.** Some people are surprised how tiring some birding tours can be, or how focused they are on searching for birds.



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

3. All clients and tour participants are strongly advised and urged to:
 - 3.1. obtain adequate medical insurance cover prior to any tour (including evacuation cover in the event of medical emergency);
 - 3.2. ensure that all valuables are covered and/or insured against any damage, loss or theft;
 - 3.3. **obtain comprehensive travel insurance for loss of luggage, unforeseen delay, cancellation or postponement of their trip, etc.** due to events such as (but not limited to) delayed flights, illness, adverse weather conditions, natural disasters, pandemics, epidemics or local outbreaks of infectious or other diseases, *vis maior, force majeure, casus fortuitous*, acts of state or civil unrest. **BE shall not be liable for, and the client hereby indemnifies BE against, any expenses, damages or any other losses that may be suffered as a result of any of the above events or anything else not listed. The client hereby indemnifies BE against any such loss and absolves BE from any liability in relation to such loss. We do not make travel insurance compulsory, but the 25 % initial deposit and 75 % balance payment are strictly non-refundable (kindly refer to point 6 below for our payment policy);**
 - 3.4. Note that travel insurance should be purchased immediately after booking a tour.

Importantly, BE shall not refund the deposit or balance payment if you cancel your participation in the trip, for any reason whatsoever (including, but not limited to illness and death), or if BE is required to cancel or postpone a tour due to any of the events referred to in paragraphs 3.3 above. **We do not make travel insurance compulsory, but the 25 % initial deposit and 75 % balance payment are strictly non-refundable. As a result, and given that the client carries the risk of any losses incurred as a result of the above events, you are urged to purchase travel insurance as unforeseen events (such as those listed above) just prior to or during a tour, do affect tour participants from time to time.**

4. **BE will not be responsible for the failure to conduct any tour or perform any obligation in terms of the contract between the parties in the event of such failure being caused by any unforeseen event or event beyond the control of BE. BE's obligation under the contract will then be suspended, and extended for the duration of such event. A new tour date will be arranged after this event is over.**



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

5. Cancellation policy; **BE** has the right to cancel the tour, and/or its extensions, should insufficient reservations be received and if clients booked onto it don't want to pay a surcharge for the smaller group (sometimes clients are willing to pay extra to ensure the trip will run). If **BE** cancels the tour because of this reason, all deposits and payments will be refunded in full, or if agreed by you, the client, transferred to another tour booking. **BE** will do its utmost to prevent the tour from being cancelled due to too few signups.
6. **A tour will only be considered confirmed and provisional bookings will only be made once a non-refundable deposit of 25% has been received by BE for each participant. Full (75 % balance) payment for the tour must be made at the latest 2 months prior to the starting date of the tour. The 25 % deposit and 75 % balance payments are non-refundable as per 3.3 above.**
7. Please do not book any flights until you have first checked and confirmed tour dates with **BE**.
8. Tours are conducted in English, unless otherwise indicated in writing.
9. **Smoking** in the tour vehicles and indoors is not permitted. If you do smoke outdoors, please of course be considerate and move away from the group.
10. It is solely your (the client's) responsibility to ensure that all the necessary travel documents, visas, health certificates, proof of vaccinations etc., are in order and meet the requirements of the destination(s). **BE** will strive to advise you on what is required, as well as furnish required paperwork in support of applications, where applicable.
11. It is recommended that payment be made electronically or via wire transfer. If payment is made by MasterCard, Visa or AMEX, an additional fee of 5% of the total tour price is required. We sometimes provide other payment methods; please contact us for details.



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

12. **BE** reserves the right to increase the tour price(s), if the currency exchange rate at the destination changes or if other unforeseen events force this. To date (for 18 + years of operation) we have not had to do this though.
13. **BE** reserves the right to modify an itinerary whilst on tour (or prior), if necessary, due to unforeseen circumstances beyond the control of **BE** (or if the tour leader thinks it will improve the tour) such as, but not limited to, road maintenance, adverse weather conditions, closure of lodges, guest houses, etc. Itineraries shown on our website or elsewhere also sometimes have to be modified (usually in advance of your tour) according to availability of accommodation and other factors, and if because of recent knowledge (such as better lodges opening or birds becoming easier to see elsewhere) we believe that by making (usually small) changes to the itinerary it will lead to an improved experience for you, then we certainly try to make these changes.
14. **BE** reserves the right to change or substitute the tour leader(s) for the specified tour(s).
15. Tour participants undertake to comply with the instructions of **BE** and its employees, sub-contractors or consultants during the tour. **BE has the authority to disqualify any participant, without refund or further obligation, if they do not follow the recommendations of the guide or if the guide feels the person's continued participation will jeopardize the well being or enjoyment of other individuals or the group as a whole. Possession of illegal substances (or involvement in illegal activities) will immediately disqualify you from the tour without refund or further obligation.**
16. Any loss or damage to the property of **BE** caused either by the willful conduct or negligence on the part of any participant shall be refunded in full to **BE**.
17. These terms and conditions were updated on 15 July 2020. If you booked your tour prior to this date, then the similar terms and conditions at the [PDF here](#) apply to you.



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

18. For any UK/European clients booking, please note the following:

- 18.1. Birding Ecotours Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Birding Ecotours Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Birding Ecotours Ltd. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC.
- 18.2. Claims; In the unlikely event of Insolvency, you must Inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation as evidence of cover and value.
- 18.3. Policy exclusions; This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

We are very excited to have you join us on one (or more) of our many exciting tours worldwide!

For those of you joining one of our set-departure group tours, please kindly take note of the [Rules and Expectations for group trips](#).

Not sure about what to bring on a birding tour? [Read our blog where we help you decide](#).



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

BOOKING FORM (PERSONAL INFORMATION)

Please note this is a 'fill-able' form, and can be completed directly below.
Please email completed forms to: info@birdingecotours.com.

Tour:

Date:

Full name
(as on passport):

Date of birth:

Nationality:

Passport number:

Passport expiry date:

Address:

Contact number:

Email address:

Do you smoke? Yes No

Do you have any specific dietary requirements?



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

Do you have any medical conditions that we should know about?

Anything else you think we should know?

Please tick your rooming preference: Shared Single

** Please note that for some destinations (especially in the Neotropics), only twin rooms are available.
Please ask us regarding this tour(s).

In the event of an emergency, who should we contact? (This should be somebody not on tour with you).

Full name:

Address:

Relation:

Contact details:

Flight details (Airline, flight code, and date/times of arrival and departure, if known):

Arrival:



CK 2002/067024/23
VAT 4320219035
Namibia Tourism Board FOR00043

P. O. Box 215
Newlands
7725
Western Cape
South Africa

Cell: +27 (0) 72 211 9863
E-mail: info@birdingecotours.com
Website: www.birdingecotours.com

Small Group and Custom-made birding adventures worldwide

Departure:

How did you hear about us? Please tick the appropriate box, and further specify where.
(e.g., Bird fair/festival – The British Birdfair; or, social media – Facebook post).
If other, please specify.

Bird fair/festival:

Social media:

Online advertisement:

Print advertisement:

Previous tour:

Word-of-mouth:

Referral:

Other:

Specify:

Would you like to sign up for our newsletter (monthly)?

Yes

No

Payment for or participation in a tour confirms that you have
accepted Birding Ecotours' Standard Terms and Conditions
(Please mark if you accept).