

# The Oriental Caravan – BOOKING CONDITIONS

The Oriental Caravan (hereafter "the company") accepts bookings subject to the following conditions:

## 1. TOUR CONTRACT...

You must send the company a signed booking form, the person who signs doing so for all individuals included on the form. The contract is between the company and the person/s intending to travel/travelling on ground-arrangements offered by the company. The services that we agree to supply are those that appear on your confirmation invoice. You must check that this is accurate. Special requests not included on the confirmation invoice do not make up part of the contract. This contract and all matters arising from it are subject to English law and the sole jurisdiction of the English Courts.

## 2. SECURE YOUR BOOKING AND PAYMENTS...

A non-refundable deposit of 10% of the tour price (or £100, whichever is the greater) must be sent with the signed booking form. If for any particular tour a higher deposit is required this will be outlined in the tour information. Acceptance of the booking will be made in writing by the company, at which point a contract comes into existence. The balance of the tour price is due 60 days before departure, and should this payment not arrive the company reserves the right to treat the booking as cancelled, with normal cancellation conditions applying. Should the booking be made within 60 days of the departure date then the full payment is required on booking.

## 3. TO CHANGE YOUR BOOKING...

Should you need to change your departure date or tour, this can be done subject to availability, for a set fee of £25 so long as it is more than 60 days before departure. Within 60 days the amendment charge will be £50 + any non-refundable costs incurred from cancellation of your original arrangements. This charge is to cover the costs we incur in the changing of travel arrangements with the overseas operator, hotels and other services.

## 4. TO CANCEL YOUR BOOKING...

Any cancellations by you must be made in writing. The date on which the company receives the letter will determine the cancellation conditions that apply.

a. 60 and more days before departure:	retention of the deposit
b. 59-43 days before departure:	30% of total tour cost
c. 42-29 days before departure:	50% of total tour cost
d. 28-15 days before departure:	90% of total tour cost
e. Less than 14 days before departure:	100% of total tour cost

We strongly advise that insurance is taken out that covers the refund of monies paid should, for certain reasons, the need arise for cancellation.

## 5. IF YOU HAVE A COMPLAINT...

Should you have a complaint while on holiday, you must notify your guide, or the local operator, at the earliest opportunity, so that they can do what they can to immediately rectify it. Failure to do so will result in the client's ability to claim compensation being removed or at least reduced. If the problem is not brought to the operator's attention they have no opportunity to rectify it. If they are unable to do so then you must notify the company in writing within 28 days of your return home in order to give the company a reasonable opportunity to make inquiries of the operator.

## 6. TRAVEL DOCUMENTS AND HEALTH...

You must be in possession of a valid passport and all the visas and permits required for your tour. This includes any medical certificates that are required. The client accepts responsibility for obtaining all such documentation. The company does not accept responsibility if your documentation is not in order. Information provided by the company about these matters and other related items (clothing, baggage, climate etc.) is given in good faith but without responsibility on the part of the company.

## 7. INSURANCE...

Travel insurance is compulsory for all clients whilst travelling on a tour with the company. This insurance must include adequate cover for personal accident, medical expenses, injury, death and repatriation. Insurance should also provide cover for cancellation or curtailment of the holiday. Clients should also ensure that there are no exclusion clauses limiting protection for any dangerous or unusual activities that might be included in their tour. If you join the tour without adequate insurance you may be disallowed from continuing on the tour without the right of refund. Clients are solely responsible for arranging their own insurance and they should ensure that they are covered for the full duration of their tour.

## 8. TOUR AUTHORITY...

By signing the booking form you agree to accept the authority of the tour leader who is the representative of the company. At all times the authority of your tour leader will be final when concerning matters likely to endanger your own health or safety or in regard to behaviour or ill health that is causing or is likely to cause danger, distress or disturbance to the group and the well-being of the tour. In such circumstances we reserve the right to terminate all travel arrangements without liability on the part of the company. You must always comply with the local law, customs and drug regulations of the country/ies you are visiting. Failure to do so may lead to you being ordered to leave the tour without recourse to any refund or any legal claim against the company. In the case of ill health the company and its operators can make those arrangements that it sees fit and recover all monies paid from the client. The person who signs the booking form (which incorporates these conditions) warrants that he/she does so, with full authority on behalf of all those whose names appear thereon, and confirms thereby that all such persons accept and are fully aware of these conditions. No refund will be given for unutilised services, however if we are able to obtain a refund ourselves for these services we will endeavour to pass these on to the client less reasonable administration charges.

## 9. PRICING SYSTEM...

All prices for tours and land arrangements are quoted in UK Sterling unless otherwise stated. The prices quoted on the web site may vary week to week due to fluctuations in the exchange rates. The company reserves the right to impose surcharges on the tour cost to take account of the following items: government action, unfavourable changes in exchange rates, and transportation costs. The company will absorb a sum equal to 2% of the tour cost should a surcharge be necessary except in the case of government taxes imposed after price publication, insurance premiums, and amended charges. The client will have to pay any sum in excess of this 2% but if the surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums, government taxes and amended charges, the client may cancel the booking within 7 days of notification of the surcharge and obtain a full refund. Clients will be notified of any price increase normally more than 4 weeks before departure.

## 10. IF WE CHANGE OR CANCEL A TOUR...

It is not our intention to make changes to, or cancel, your tour once we have accepted your booking. However, from time to time it may be necessary and we reserve the right to do so. The company reserves the right to cancel a tour in any circumstances but, less than 60 days before departure, will not normally do so except for reasons of force majeure, consolidation or the failure of the client to pay the final balance. Consolidation refers to the fact that a minimum number of bookings are needed to run each tour and if this minimum number is not reached then the tour is likely to be cancelled. Most changes are minor and in all cases we will tell you, as soon as reasonably possible, before the

date on which you are due to depart. Occasionally, we may need to make a major change. 'Major changes' include changes of accommodation where the new accommodation is of a lower official classification significant changes to the itinerary and changes to the duration of the holiday. If we do make any major changes, you must let us know as soon as possible if you wish to accept the changes or cancel the holiday. Where we have accepted your booking and we find that we have to cancel it (for any reason other than your fault) before it is due to start or we cancel the holiday because you do not wish to accept a major change by us, you can then either:

- a) Take a replacement holiday with us of equivalent quality or higher quality provided that you pay the additional amounts due (subject to availability)
- b) Take a replacement holiday with us of lower quality (subject to availability) and we will refund the difference in the sums which you have paid to us and the price of the replacement holiday; or
- c) Ask us to refund to you all payments you have made to us.

If you accept a major change or, where we have had to cancel your holiday, choose either of the options in paragraphs (a) or (b) above, we will pay you compensation in accordance with Scale A below. If you choose the option (c) above we will pay you compensation in accordance with Scale B below. Compensation will not be paid where the change or cancellation is made as a result of consolidation or as the result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

PERIOD BEFORE DEPARTURE THAT NOTIFICATION IS GIVEN BY US	COMPENSATION PER PERSON SCALE A	COMPENSATION PER PERSON SCALE B
0-7 days	£50	£25
8-14 days	£40	£20
15-28 days	£30	£15
29-42 days	£20	£10
43-60 days	£10	£5
60+ days	£5	£0

Please note in all cases our liability in respect of significant changes and cancellations is limited to offering you the above mentioned options and where applicable the compensation payments set out above. We regret that we cannot be held responsible for incidental/consequential costs or expenses you may incur as a result of any changes or cancellations. No compensation is payable for minor changes.

#### 11. OUR LIABILITY FOR YOUR TOUR...

The company accepts clients bookings on the firm understanding that the client appreciates and accepts the possible risks and hazards involved in adventure travel and that they participate in the company's tours and expeditions entirely from their own volition. Clients should also understand that by their very nature these kind of tours require a certain amount of flexibility on the part of the client and acknowledgement that delays and alterations, and the disappointment, discomfort and inconvenience that may accompany them, are always possible. We accept responsibility for any death, bodily injury or illness caused to you as a result of the proven negligent acts and/or omissions of our employees and agents and our suppliers and sub-contractors and their servants and/or agents while acting in the scope of, or in the course of, their employment. Except as provided in paragraphs (a) to (c) below, we accept responsibility for any damage caused to you as a result of any failure to perform, or improper performance of the services we have agreed to provide to you. We will not be responsible to you where failure or improper performance is not due to our fault or that of our suppliers because:

- a) Such failure is attributable to you or any member of your party;
- b) Such failure is attributable to a third party unconnected with the provision of the services to be provided to you and is unforeseeable or unavoidable; or
- c) Such failure is due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or to an event which we or our suppliers, even with all due care, could not foresee or forestall. Such circumstances or events include (without limitation) war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

Subject to the limitation of liability set out in the following paragraph, our liability to you for any loss and damage which you may suffer (other than personal injury resulting from the non-performance or improper performance of the services included in the holiday) is limited to twice the price of your holiday.

Our liability to you for the non-performance or improper performance by sea carriers, rail carriers or hotelkeepers of any services to be provided by them as part of your holiday is limited to the amount you can validly recover against such carrier or hotel keeper: a) In accordance with any applicable domestic law or the laws of the United Kingdom. For claims other than personal injury arising out of travel and carriage within the United Kingdom or which is otherwise not International; and b) For all claims arising out of any other travel, carriage or accommodations, in accordance with the International Convention which governs such service, including those which have not been ratified by the United Kingdom.

We do not accept liability for any claim (other than claims for personal injury arising from the non-performance or improper performance of any service) in contract, tort (including negligence) or otherwise for consequential, economic or indirect loss or damage. Nothing in these booking conditions effects your statutory rights. Please note that where the cause of your loss, damage or injuries is due to our agents, suppliers or sub-contractors, our acceptance of liability is subject to you assigning to us your rights against them and to your co-operating with us in any legal action we may take against them. We accept responsibility for the proper performance of the obligations in the contract between you and the company even where these obligations are performed by one of our suppliers. However we do not accept responsibility for any damage/injury caused that are attributable to your own actions, acts of some other party unconnected with the contract services or where the damage/injury results from events/circumstances which our outside our control and could not be reasonably forestalled. For injury claims our liability is in all circumstances limited to twice the total price of the tour. In agreeing to these terms you accept this limit on our liability because it helps keep the prices of the tours as low as possible.

#### 12. FLIGHTS/DELAYS...

It is your responsibility to ensure that the tour has reached the minimum number of bookings necessary to run before going ahead and purchasing your international flights. We cannot accept any liability for any delay in your outward or inward flight/s, whether the cancellation or delay is caused by the weather, airline rescheduling, industrial action or mechanical failure. We will give no refunds or compensation for lost time and services from the itinerary.