



## Terms & Conditions 2019

### 1. Our Agreement with you

The following terms and conditions form the basis of your contract with Orbis Expeditions Ltd of The Warehouse, Prince of Wales Drive, Kingsbridge, Devon, TQ7 1DY.

### 2. Booking

When you wish to confirm a booking, you are acknowledging your understanding and acceptance of our terms and conditions on behalf of everyone in your group.

The terms and conditions vary depending on whether you purchase a 'package holiday' booking consisting of a flight and accommodation booked at the same time and invoiced as a fully inclusive cost or 'Other Travel Arrangements' which is anything else, flights booked separately including accommodation or transport booked together, but quoted separately and subsequently itemised on your invoice.

Please note that where a supplier's services form part of your booking, the supplier's standard terms and conditions will also apply. These are important in the case of 'Other Travel Arrangements' where we act only as an agent between you and our suppliers. All travel arrangements that include flights are subject to the airline's conditions of carriage. Copies of these conditions may be requested in writing.

### 3. Deposits & Payment

When making a booking involving flights, we will require a minimum deposit of 20% of the total cost of the holiday per person. However, some airlines require immediate full payment and you will be advised at the time of booking the amount of deposit required. We are pleased to accept payment in sterling or US dollars, please ask for a confirmed costing if necessary. We will then send you a confirmation invoice, after which a contract exists, subject to English law unless otherwise agreed. We will require payment of the remaining balance as shown on your confirmation invoice, not less than eight weeks before your departure from the UK. If you book within eight weeks of departure from the UK we will require full payment at the time of booking.

Deposits are non-refundable and should you fail to pay the money when it is due we reserve the right to cancel your booking and retain the deposit that has been paid. Travel documents will not be released until we have received full payment.



### **Insurance**

Orbis Expeditions 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, Package Tours Regulations" all passengers booking with Orbis Expeditions 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 Orbis Expeditions Ltd. This insurance has been arranged by The Travel Vault in conjunction with Towergate Travel through Zurich Insurance PLC.

### 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](mailto:tcs@towergate.co.uk) . Please ensure you retain the booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance

### **ATOL Protection**

Most of our air holidays and flights are ATOL Protected, since we hold an Air Travel Organiser's License granted by the Civil Aviation Authority. Our ATOL number is ATOL 11387. 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.

#### **ABTA**

If you book non air travel arrangements, your financial protection will be provided by our membership of ABTA, membership number Y6491. All travel arrangements are sold subject to the following booking conditions.

This booking if made online or any other jurisdiction apart from Scotland or Northern Ireland is subject to English law and the courts of England and Wales shall have exclusive jurisdiction. If you book from Scotland or Northern Ireland you may choose to be governed by the laws of Scotland or Northern Ireland accordingly, in which case those courts shall have exclusive jurisdiction over any claim arising from it.

#### **4. Cancellation by You**

(a) If you need to cancel a confirmed booking for a package holiday you must contact us. To cover the cost of administration and cancellation charges imposed by suppliers and for the possibility that we will not be able to resell the holiday we must make a cancellation charge. If you have purchased insurance you may be able to claim for the charges we impose. Should you cancel your confirmed booking or part of your booking, then the following cancellation charges will apply:

More than 56 days prior to departure: Deposit only  
29 – 55 days: the highest of 50% of the total cost or loss of deposit  
15 – 28 days: the highest of 75% of the total cost or loss of deposit  
14 days or less: 100% of total cost

Note: These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown above. In these circumstances, any additional cancellation charges will be advised at the time of booking.

(b) Other Travel Arrangements - If you need to cancel you must contact your travel agent. Cancellation charges vary depending on the services booked and will be clearly stated at the time of booking. In all cases a minimum cancellation fee of £75 will apply regardless of the value of the service cancelled. In some cases, it may not be possible to offer any refunds for certain services such as air tickets once a booking has been made. Please ensure you are certain of the fees applicable to your booking by asking before proceeding to book your arrangements.

#### **5. Alteration by You**



If you wish to make a change to a confirmed booking please contact us. Any changes made up to 56 days before departure will incur a minimum charge of £75 per change. In some cases airlines require tickets to be issued on booking and where tickets have been issued changes may be treated as a cancellation and will be subject to the charges shown in section 4. However, within 56 days of departure any changes will be treated as a cancellation and will be subject to the charges shown in section 4.

Please Note: A change to the travel departure date once confirmed, is regarded as a cancellation and rebooking, not an alteration to the booking. Some suppliers, particularly airlines, whose special fares in some cases are non-refundable, may consider a name or other change to an existing booking, as a cancellation and rebooking, with up to 100% cancellation charges.

If the services booked are dependent on a minimum number of people using the service, we will have to recalculate the total cost based on the new number of passengers travelling. The cost may therefore increase but as this is not a cancellation charge, it may not be covered by your insurance. No refunds will be given for unused services unless an amendment or cancellation has been made in which case the charges shown above will apply.

## **6. Cancellation by Us**

We aim to provide the travel arrangements you have booked without any changes; however, it is possible that cancellations may be necessary due to changes made beyond our control by airlines, hotels or other suppliers. For some package holidays to operate a minimum number of people may be required. If sufficient bookings are not received we reserve the right to cancel the holiday, but will do so at least eight weeks before departure.

In the unlikely event that your travel arrangements must be cancelled we will advise you as soon as is reasonably possible and you will be offered an alternative or a full refund.

If we have to cancel package holiday booking as a result of any other circumstances, we may offer you additional compensation where deemed appropriate.

Note: Compensation will not be payable when the cancellation is due to events beyond our control, such as war, threat of war, riots or disturbances, terrorist activities, industrial disputes, fire, nuclear or natural disasters, health risks, problems with transport, severe weather conditions or any other similar events.

## **7. Alterations**

We may have to make changes to your package holiday and we must reserve the right to do so. We will let you know of any major changes at the time of booking or as soon as possible if you have already booked. If there is a major change to accommodation of a lower standard or to a different destination or a change of more than 12 hours in the departure time of a flight, we will



tell you as soon as possible and allow you the choice of accepting the change, accepting an alternative holiday, with a refund of the difference in value if it is less expensive or you may cancel the holiday and receive a full refund. In addition, we will pay reasonable compensation to reflect the change being made unless the changes are as a result of events outside our control as set out above.

In the case of ‘other travel arrangements’, as we only act as a booking agent, particularly in the case of air tickets, we may not be notified of a major change before you travel. However, where we are notified, we will advise you as soon as is reasonably possible. If the changes are not acceptable to you, we will offer you an alternative if available, or a full refund, if permitted by the airline/supplier. If your chosen alternative costs more, you must pay the difference.

#### **8. Lost tickets or vouchers**

If your travel documents have not been received by you, or you have mislaid your travel documents, you must inform us at least 10 days prior to departure. Failure to do so may result in additional charges as special arrangements will have to be made.

#### **9. Changes in Price**

The prices shown are correct at the time of publication. You will be notified of any changes to these prices at the time of booking.

In the case of ‘package holidays’ we reserve the right to increase the price after booking if any increase in price occurs in respect of:

- (i) Air fares or other transport costs,
- (ii) Taxes or duties payable, including new taxes introduced by any government
- (iii) Adverse changes to currency exchange rates

If the increase would be 2% or less of the total holiday price, excluding the cost of insurance and alterations made after booking, we will absorb the increase and only pass on any amount above 2%. If the cost of your holiday increases by more than 10% you may decide to cancel the holiday and have a full refund except for the insurance premiums or amendment fees paid after booking. If you want to cancel you must tell us within 14 days of being advised of the increase. In return we will not change the cost of your holiday within eight weeks of departure. The only exception to this offer is in respect of any government imposed taxes or a charge that may be introduced to provide consumer financial protection which we may be required to collect on behalf of the government. Equally, where our costs fall after the package has been bought, we will pass onto you any benefit and reduced costs to ourselves as a result of changes to the items listed above if the amount falls by more than 2%.

In the case of ‘other travel arrangements’ you can choose whether to pay in full within 14 days of booking in which case we can guarantee the price quoted. Alternatively, you may pay eight



weeks before departure but in this case, the price will be re-calculated according to the fares and currency rates then applicable. No guarantee of price can be given and you do not have the right to cancel no matter what happens to the price, except by paying the cancellation charges shown above.

### **10. Our Liability**

For package holidays only, we are responsible for ensuring that your package holiday is of a reasonable standard and as described by us to you. If any part fails to reach this standard and affects the enjoyment of your holiday, we will offer reasonable compensation, so long as it is not due to events outside our control. Our liability in all cases is limited to a maximum of twice the cost of the service affected.

In addition, we accept responsibility for any injury, illness or death arising from the activities booked through us by the fault of any of ourselves, our suppliers or their employees acting in the course of their employment. We will pay compensation equivalent to that which would be awarded in an English court but will not offer compensation if the injury, illness or death is caused by your own fault, the fault of someone unconnected with the package or by an event which could not have been expected or avoided even with all due care. You must report the event that occurs to us and the supplier whilst you are on holiday and write to us as soon as you return. We reserve the right to limit our liability in accordance with International Conventions such as the Warsaw and Montreal Conventions in relation to air travel and the Athens Convention in relation to international sea travel, the Berne Convention in relation to rail travel and the Paris Convention in relation to accommodation and we are to be regarded as having all the benefits of any limitation accordingly

In the case of 'other travel arrangements' we are pleased to accept responsibility for any loss, personal injury or death caused by our own proven negligence. However, in respect of the travel arrangements themselves and any claims that may arise from them, we are unable to accept responsibility and any claims must be addressed to the supplier or to your own insurance company.

If you book activities or excursions whilst you are abroad these are not part of the package which we sell and your contract will be with the supplier of the activity or excursion. We cannot accept any responsibility that happens during the course of such activities or excursions.

We are required by EU Directive 2111/2005 to draw your attention to a list of air carriers who are banned from operating within the EU, the list is available at [www.air-ban.europa.eu](http://www.air-ban.europa.eu). We will advise you of the carrier for your journey as soon as possible but please be aware this may change prior to departure.

### **11. Complaints Procedure**



If you have a problem during the course of your holiday, you must inform the supplier of the service, plus a representative whose details we have provided, or telephone our offices immediately, failure to do so may reduce or extinguish any possible claim. We will endeavor to put things right as soon as possible. We will acknowledge all complaints on their receipt and deal with them promptly and efficiently.

If the Captain of your flight or ferry or any of our overseas staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated.

## **12. Data Protection Act 1998**

By making a reservation with us you agree to the use and disclosure of the information you provide for the following purposes: to enable us to process your booking (when it may be transferred abroad), if you purchase insurance we may process your information and pass it to insurers, for market research and analysis, to avoid fraud and to enable us to contact you by letter, telephone or e-mail with details of our products or those of our suppliers.

## **13. Important Information**

Your booking on this website is conditional on you accepting our terms. If you do not agree with any part of them you must not proceed with your booking. By clicking on the “confirm” button you accept that you have read, understood and accepted our terms. If there is any part that you do not understand, or if you have a query on the flight or any product, please contact us on 0208 243 8954 or email us at [info@orbis-expeditions.com](mailto:info@orbis-expeditions.com).



### **Prices**

The prices on this website are in pounds' sterling. We are happy however to quote in US dollars and can accept payment by International Bank Transfer or Cheque. We reserve the right to refuse any reservation without notice or to advise of pricing errors within 7 days (excluding bank holidays) of the reservation being made and if you do not wish to accept the correct price, you may change the booking to an alternative holiday if available.

### **Check in and flight times**

Timings shown are local times based on the 24-hour system and may change during periods according to the individual country's daylight saving policy. Flight times on this website are for guidance only and are subject to change. Actual flight times will be shown on your flight ticket. It is important that you check your flight details and times on receiving your tickets. We advise you to check-in in plenty of time before departure. For International flights the normal check in time is at least two hours before flight departure and for long haul flights 3 hours. We also recommend that you reconfirm your return journey with the carrier's local representative 72 hours before your return flight. Air transport regulations require that the spelling of your name on your ticket is identical to your passport.

### **Flight delays**

In 2004, a new Europe wide law relating to denied boarding, delays and cancellations came into force. This may give you rights to care and in some cases compensation if you are affected. Full details of these rights are available at all EU airports and from the airline you are flying with. Please note that any claims must be made to the airline and not to ourselves.

### **Baggage allowances**

The baggage allowance per person is shown on your e-ticket and may vary by airline, destination and class of travel. Infants under the age of 2 on the date of their return flight have no allowance. Airlines are increasingly enforcing stricter controls over excess baggage. You should be aware that if you exceed the baggage allowance stated on your ticket then an excess baggage allowance may be charged by the airline at the time of checking in. The excess baggage charge may be as much as 1% of the Premium fare charged by that airline per kilogram over your allowance.

### **Pregnancy**

If you are pregnant you should check with your doctor that it is safe for you to travel. If you are more than 28 weeks pregnant at the time of your return scheduled flight, airlines insist on a medical certificate stating you are fit to fly.

### **Meals**

A meal or snack is served on most long haul scheduled flights. For travelers with special dietary requirements, special meals can normally be requested, and must be done so, well in advance of the travel date. We accept no liability for any requested special meals not being available.



### **Seating Requests and other special requests**

We will pass on any seat requests to the relevant airline. However, we must stress that seating requests cannot be guaranteed and we cannot be held responsible for requested seating being unavailable at the time of check-in.

If you require any additional special requests, we will be happy to pass them on to the relevant suppliers but we cannot accept any booking on the basis that a special request must be met as these are outside our control. If we are aware that a request can never be met by a specific supplier we will advise you at the time of booking and suggest a possible alternative

### **Overseas departure taxes**

Many countries impose airport or departure taxes. Where these can be paid in advance, the cost will be included in the ticket price quoted. Other taxes may be payable in cash at the destination.

### **Frequent flyer schemes**

Not all airline tickets sold by us are eligible for mileage/points accrual. We strongly advise that you check with the airline(s) concerned regarding the use of frequent flyer membership(s) concerned regarding the use of frequent flyer membership(s) with your booking.

### **Insurance**

You must have insurance; we insist that in your own interests, you and other members of your party are adequately insured. We are pleased to offer a policy of insurance but you must satisfy yourself that it is adequate for your needs. Please read any policy carefully and take notice to ensure that your insurer has been advised of any pre-existing health issues.

### **Before you travel/passports**

Check the Foreign Office website at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) for advice and the latest information about specific Countries. We advise you to do so before booking and again before departure for any possible updates.

You are responsible for checking you and your party have the necessary passports, visas and other requirements for the destination you intend to visit.

The airline may refuse travel if you do not have a valid passport, visa and entry permits. We are not obliged to help you if you are refused travel. Your passport and other documents must be intact, you may not be able to travel if they are damaged or have been tampered with. If you have any doubts on the validity or condition of your passport or for any other questions, please contact the Passport Office at [www.passport.gov.uk](http://www.passport.gov.uk).



Note your passport number before travel and keep it separate from your passport. This will help the local British Consulate to supply a temporary passport at short notice if you lose the original.

For travel to most countries, a British passport must be valid for at least 6 months after your scheduled return to the UK. Some Countries apply different rules; contact the Embassy of your destination country for current information and any visa requirements.

Children under the age of 16 are now required to have their own passport and are not allowed to travel on their parent's passport.