

# Elephant-Island

## Elephant Island Europe Ltd Booking Terms and Conditions



### Elephant Island Europe Ltd (ATOL 9128)

Elephant Island's air holidays are fully ATOL Protected by the Civil Aviation Authority. ATOL is the government's licensing and financial protection scheme for air holidays and flights sold by tour operators and travel organisers in the UK.

In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking.



Elephant Island's non-flight land holidays are fully TOPP Protected by our insurance policy with Travel And General Insurance Plc. TOPP is the financial protection scheme for land holidays and accommodation only packages sold by tour operators and travel organisers in the UK. TOPP stands for Total Payment Protection Policy and is underwritten and issued by Travel And General Insurance Group (TGIC) that covers all financial failure requirements of the 1992 Package Travel Regulations.

### 1. BOOKING YOUR HOLIDAY

For flight inclusive holidays, you need to inform us of the full names of all members of your party. The payment of your booking deposit or full holiday payment or other payments as requested in our invoices confirm that you and your party accept these booking conditions. On receipt of your appropriate payment, we shall confirm the booking and send your tour documentation. We do, however reserve the right to decline any booking. Acceptance of bookings shall be confirmed by us either using electronic mail or in writing and it is at the time we send out this confirmation that a contract comes into existence between us.

The person who books a holiday with the company does so on behalf of all the individuals included such that all are bound by the booking conditions.

### 2. PAYMENTS

A deposit of £250.00 per person (excluding infants under two years of age at the date of return) must be sent to us in order to book your holiday. However, if you book your holiday less than eight weeks prior to departure, Full Payment must be made at the time of booking.

The balance of the cost of your holiday is payable not later than nine weeks before your scheduled departure date. If payment is not received in full by this date, we reserve the right to treat your booking as cancelled by you and apply the cancellation charges set out below.

Some airlines may require full payment in advance for confirmation of flight bookings. In this instance we will request the full cost of your flights in addition to your deposit be sent to us in order to book your holiday.

During peak holiday periods or at times of exceptional demand, some hotels may request full payment in advance at the time of booking or at any stage prior to your arrival to guarantee room reservations. They may additionally invoke up to 100 % cancellation fees. If such payments are required from the company by our suppliers that are over and above sums we hold as deposits, we will request additional advance payments from you accordingly and send you their cancellation terms.

If any other alternative payment arrangements are entered into with the company these will be on the basis that confirmation of such arrangements exist by electronic mail or in writing from the company.

### 3. ALTERATION AND CANCELLATION OF BOOKINGS BY THE CLIENT

If you wish to make any alterations to your holiday we will make every effort to accommodate these but cannot guarantee that this will be possible. If alterations you request are possible, these may be subject to any amendment or other charges imposed by the relevant supplier.

If we accept a request to amend your tour details you will be liable for any costs imposed on us by our suppliers for the cancellation of your original trip.

Any cancellation by you must be made in writing. The date on which the letter is received by us or our agents will determine the cancellation charges applicable. These include, but are not limited to, airline ticket cancellation charges, advance payments to our agents and suppliers including hotels and vehicle hire companies.



#### 4. TRAVEL INSURANCE

It is essential that all passengers are covered by insurance before setting out on holiday. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses, which might arise as a result of loss, damage, injury, delay or inconvenience. You must also ensure that the insurer is aware of the type of travel to be undertaken.

#### 5. SURCHARGES

Prices quoted by the company are based on exchange rates at the time of confirmation. We will not impose any surcharges on the price of tour arrangements less than 60 days before departure, and in the unlikely event that surcharges become necessary, we will absorb an amount up to the first 2% of any surcharges that apply. Surcharges may be imposed to cover increases in transportation costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at airports or as a result of fluctuations in exchange rates applied to a particular package.

If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date printed on the invoice outlining the surcharge.

**NB: Elephant Island has never yet asked our customers for a surcharge.**

#### 6. ALTERATION AND CANCELLATION OF BOOKINGS BY THE COMPANY

If we have to alter your booking before departure, any change will be either major or minor. If a minor change is made, we will if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined below.

A major change will normally be considered as a major itinerary re-routing, a significant change in the duration of your holiday or a change of flight time of more than 12 hours for flights to or from your holiday destination. A major change does not apply to a change of carrier, transport or named accommodation.

If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of the monies paid. In addition, in appropriate cases, and where such cancellation is not due to under booking or force majeure as defined below, we will pay you compensation on the scale below.

**Period before Compensation within which a major per person change is notified (excluding infants)**

More than 56 days	NIL
56 - 29 days	£10
28 - 14 days	£15
Less than 14 days	£20

#### Important Note:

Compensation will not be payable and we will not otherwise be liable to you if we are forced to cancel, delay, curtail, or in any way change your holiday as a result of "force majeure".

Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, even with the exercise of due care, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control, which prevent or affect the performance or prompt performance of our contractual obligations.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure and a pro-rata refund for the cost of the remainder of your holiday.

We reserve the right to change any of the prices, service or other particulars contained in our website or published material at any time before we enter into contract with you. If there is any change, we will notify you before enter into such contract.

#### 7. FLIGHTS AND DELAYS

The timings of air, sea, road or rail departures are estimates only. We cannot accept responsibility for any delay in your transportation from or to your destination whether cancellation or delay is caused by adverse weather conditions, rescheduling by a transport supplier or airline, airport authority, industrial action or mechanical breakdown. Where long flight delays are result in lost holiday time, no refunds are given by hotels or suppliers. Similarly, airlines may not offer compensation for flight delays. At their discretion your carrier may endeavour to reduce the inconvenience of any delay by providing meals and accommodation, as appropriate for the time of day or night.

#### 8. NATURE OF OUR TOUR PROGRAMS

Elephant Island is not an ordinary travel operator. The type of travel we may offer requires flexibility and must allow for alternatives. The outline itineraries given for these tours must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of the company. It is understood that that the route scheduled, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, events emanating from political disputes, climate and other unpredictable or unforeseen circumstances.

You acknowledge that the nature of travel for some of our itineraries, especially those including White Water Rafting is adventurous and that as such tour may involve a significant amount of personal risk. These include injury, disease, loss or damage to property, inconvenience, discomfort.

#### **9. OUR LIABILITY TO YOU**

We accept liability to you for ensuring that the services on any inclusive tour which you book with us are of a reasonable standard. If such services are markedly deficient or not of such a standard, then you will be appropriately compensated, subject to exclusions. We accept responsibility for the acts and omissions of our employees, agents and suppliers but excluding in any event liability, (not due to their negligent acts or omissions) for the death, bodily injury or illness of clients.

We accept responsibility for the negligent acts and omissions of our employees or agents and suppliers, while acting within the scope of, or in the course of their employment in respect of claims arising as a result of the death, bodily injury or illness of the client.

#### **10. COMPLAINTS**

If you have any complaint whilst on holiday you must immediately inform our company representatives who will do their best to remedy it on the spot. We cannot begin to resolve problems unless we know they exist! If we are unable to remedy it to your satisfaction, you must make a complaint known to us in writing at the time of your holiday. If you fail to report such incidents in writing at the time of your holiday, we cannot consider your complaint valid. If we cannot resolve the problem while you are on holiday, you should write to us within 28 days of your return.

#### **11. INFORMATION AND ADVICE**

We have taken every reasonable precaution to ensure that information supplied by us is fair and correct when supplied, and that the facilities are available as described for each hotel or resort. However we exclude liability for subsequent alterations, the withdrawal of and amendment of facilities which include, but are not limited to, reasons such as climatic conditions, repair and renovation and management changes.

#### **12. BEHAVIOUR**

We strongly condemn the collecting of any specimen from the natural world. We would also request our clients to refrain from purchasing souvenirs made from coral, turtle shell and other animal products. You must at all times strictly comply with the laws, customs and drug regulations of the countries visited. Should you fail to do so we may cancel your tour without recourse to any refund and without any legal case against the company. We are not liable for the failure of any client to observe fully the laws of your destination country during your visit.

#### **13. SPECIAL REQUESTS**

If you have special requests, you should inform us of such requests in writing prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.

#### **14. HEALTH AND ENTRY REQUIREMENTS**

You must be in possession of a valid passport and all visas, permits and certificates, including medical certificates required for the whole of the journey and the client accepts responsibility for obtaining the same. All travellers are responsible for ensuring that they have a passport valid for six months after departure.

British citizens are required to be in possession of a valid visa for entry to India.

A free 30 day visa on arrival will be given to British citizens travelling to Sri Lanka and The Maldives.

If you are not a British citizen you are requested to make sure that you have the relevant visa documentation by contacting the embassy or consulate of your destination country. All information given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. We cannot be held liable if any client is refused flight boarding or entry to any country as a result of non-possession of a valid passport, visas, permits or other required certificates.

By booking a holiday with Elephant Island Europe Ltd, you are agreeing to accept all the above conditions, and we agree to operate your holiday in the way stated in our brochure, website or electronic mail. 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

These conditions set out the terms of your booking with us. They must be read in conjunction with the information and advice, itineraries, rates, supplements offered by us with every reservation being made with us and any package holidays we provide. These do not affect your statutory rights. Any variations shall be communicated to clients prior to confirmation of bookings.

If you have any disagreement with the Booking Terms and Conditions, please inform us at [info@elephant-island.com](mailto:info@elephant-island.com)

**Elephant Island Europe Ltd**  
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