



## BIRDING ECOTOURS BOOKING FORM

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

Please complete the booking form below, and email it back to us: [info@birdingecotours.com](mailto:info@birdingecotours.com). After receiving your booking form, we will confirm whether there is availability for the tour(s) as soon as possible and then provide you with options for payment. Only once we have received a deposit will the booking be confirmed.

(The booking form is underneath the standard terms and conditions)

### 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 - or in the UK if you are a permanent resident of the UK/Europe (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.

If you are a permanent resident of the UK/Europe, your booking is then through our UK company (Birding Ecotours LTD). In this case, please kindly ignore clause 1. of our T&Cs below and, instead, your agreement, and any matters arising from it are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.



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.
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 an emergency), complete repatriation insurance in the unlikely case of death during the tour, **expenses related to testing positive for Covid (or any other illness, injury or anything else) during the tour**, such as extra hotel expenses, extra transport expenses, quarantines in the touring country or on arrival back in your home country, **as BE unfortunately cannot be liable for any of these expenses under any circumstances and some destinations require Covid insurance for entry, etc.;**
  - 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 and non-transferable to any other tour (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 and non-transferable to any other tour. 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.



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 (except for point 5 above) 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. Payment can be made electronically (EFT), by wire transfer (domestic or international), by American check (unfortunately non-US cheques can't be accepted), by MasterCard, Visa, AMEX or PayPal ([as per payment links on our website](#), or by completing a credit card form we can e-mail you). We sometimes provide other payment methods; please contact us for details. Please note that for credit card payments, we may disclose your personal information if we are required by law to do so or if you violate our terms of service. If you choose a direct payment gateway to complete your purchase, then Virtual Card Services stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI- DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted. All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.



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

We, Birding Ecotours Ltd, are committed to customer satisfaction and consumer financial protection. We are therefore pleased to confirm to you that, in accordance with our obligations under The Package Travel and Linked Travel Arrangements Regulations 2018 No.684, we have purchased Travel Regulation Insolvency Protection Insurance in our name for your benefit. This insurance policy has been arranged by Towergate Travel with AXA Insurance UK plc (the insurer).

Please contact us if you require a copy of the policy wording.

To make a claim, please contact Towergate Travel using the contact details shown below

Telephone **(+44)1932 334140**

Email [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk)



You must

- provide the insurer with full details in writing of any loss and any further information or declaration they may reasonably require and at your own expense
- provide the insurer with any assistance to enable them to settle or defend the claim
- provide the insurer with details of any other relevant insurances
- allow the insurer complete control of any proceedings and settlement of the claim
- take or allow others to take practical steps to prevent further loss and otherwise minimise the claim.

Please be aware that

- Towergate Travel cannot make alternative travel or repatriation arrangements on your behalf
- A claim will not be paid until our insolvency has been verified by the insurer.

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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](#).



BOOKING FORM (PERSONAL INFORMATION)

Please note this is a 'fill-able' form, and can be completed directly below, and then saved to your computer before emailing it back to us ([info@birdingecotours.com](mailto:info@birdingecotours.com)).

Tour:

Date:

**Details of the First Traveler (an additional traveler can be added afterwards)**

First given name  
(as on passport):

Family name/  
surname/last name (as  
on passport):

Full name  
(as on passport):

If you use a different  
name (from your  
passport),  
please state it here

Gender  
(as on passport):

Date of birth:  
(please write  
out the month)

Nationality:



Passport number:

Passport expiry date:  
(please write out the month)

\*\* If you will be getting a new passport before the tour, please mention the new passport details, instead of the old passport details.

Address  
(please include street, city, post/zip code and country)

Contact number:

Email address:

Please tick your rooming preference:

Room shared

Room single

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

Please tick your bed preference if sharing a room:

Two/twin beds (often smaller beds)

One larger bed (when possible)

\*\* In some countries, twin beds are small, whereas in other countries there might be two larger queen- or king-sized beds.

Do you smoke?

Yes

No

\*\* Smoking in the tour vehicles and indoors isn't permitted. If you do smoke, please of course be considerate and move away from the group

Are you happy for us to include you in group e-mails related to this tour?:

Yes

No



Flight details (Airline, flight code, and date/times of arrival and departure, if known; please kindly check flights with us before you book them):

Arrival:

Departure:

Do you have any specific dietary requirements?

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

Anything else you think we should know?

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

Full name:

Address:

Relation:

Contact number:

Email address:



### Details of the Second Traveler

First given name  
(as on passport):

Family name/  
surname/last name (as  
on passport):

Full name  
(as on passport):

If you use a different  
name (from your  
passport),  
please state it here

Gender  
(as on passport):

Date of birth:  
(please write out  
the month)

Nationality:

Passport  
number:

Passport expiry  
date:  
(please write out the  
month)

\*\* If you will be getting a new passport before the tour, please mention the new passport details, instead of the old passport details.

Address

(please  
include  
street, city,  
post/ zip code and country)



Contact number:  Email address:

Please tick your rooming preference:

Room shared  Room single

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

Please tick your bed preference if sharing a room:

Two/twin beds (often smaller beds)  One larger bed (when possible)

\*\* In some countries, twin beds are small, whereas in other countries there might be two larger queen- or king-sized beds.

Do you smoke? Yes  No

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Are you happy for us to include you in group e-mails related to this tour?:

Yes  No

Flight details (Airline, flight code, and date/times of arrival and departure, if known; **please kindly check flights with us before you book them**):

Arrival:

Departure:



Do you have any specific dietary requirements?

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

Anything else you think we should know?

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

Full name:

Address:

Relation:

Contact number:

Email address:



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:	<input type="checkbox"/>	The Warblers Podcast by Birds Canada:	<input type="checkbox"/>	Word-of-mouth:	<input type="checkbox"/>
Social media:	<input type="checkbox"/>	Print advertisement:	<input type="checkbox"/>	Referral:	<input type="checkbox"/>
Online advertisement:	<input type="checkbox"/>	Previous tour :	<input type="checkbox"/>	Other:	<input type="checkbox"/>

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).