

GLOBAL EXPEDITIONS 2019 – Application Form



Booking Conditions

Please read the following booking condition carefully, as they set out the terms and conditions of any contract between you and Operation Orphan (“We, us, and our”).

- Section A - applies where you book an “Expedition Package”
- Section B – contains the conditions which will apply for all bookings.

An “Expedition package” exists if you book at the same time a combination of two or more expedition components (excluding insurance) which are offered for sale, or sold at, an inclusive price by us. When you buy an Expedition package, you will receive a confirmation invoice from us confirming your arrangements.

In accordance with Passenger protection policy for insolvency cover in respect of the Package Travel & Linked Travel Regulations 2018 all passengers booking with Operation Orphan are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation costs, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Operation Orphan. This insurance DOES NOT include Flights. Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. This insurance is only valid for passengers who book and pay directly with/to Operation Orphan. If you have booked and/or paid direct to a Travel Agent for a holiday with Operation Orphan please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance. There is no requirement for Financial Protection of day trips, and none is provided.

This Insurance has been arranged by International Passenger Protection Limited and underwritten by Liberty Mutual Insurance Europe SE. For further information please go to www.ipplondon.co.uk

“Flights” are sold to you by us as an agent of Diversity Travel and are protected by their ATOL. When you buy an ATOL protected flight from us you will receive a confirmation invoice confirming your arrangements and your protection under Diversity’s Air travel Organisers Licence number 9566. In the unlikely event of their 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 in relation to the flight. For further information visit the ATOL website at www.atol.org.uk. Sections A and B below will apply to your booking.

Section A Booking Conditions Applicable Solely To Expedition Packages

1. Contract:

The contract is between Operation Orphan, registered charity no. 1136170, company limited by guarantee no. 7148510 and the lead named person as shown on Confirmation & Invoice. Note that the following booking conditions do not affect your statutory rights. The contract will not exist between us until we issue a confirmation invoice even though we may have taken and issued a receipt for payment.

2. Our obligations:

- **Receipt**
We accept your booking and deposit payment information on the basis that you wish to purchase the expedition and that upon giving us this information; you are agreeing to purchase the expedition under the Terms of this Contract. We may not process your payment for some time or may encounter failure to collect the payment based upon information given, but this does not relieve you of liabilities under this Contract to make payments.
- **Confirmation**
We reserve your flight seats, car hire and accommodation, etc. We will then issue either by post or email to the Lead Named Person, our Confirmation & Invoice to confirm your expedition arrangements. The Confirmation & Invoice will also show the total Expedition Price, the Deposit paid, final balance and due date, if any, by which payment must be received in our office.
- **Expedition price**
The Expedition Price shown on your Confirmation and Invoice is fixed unless you amend your booking in any way or there are changes to Government imposed taxes or charges prior to completion of your expedition. The prices shown on our website may change at any time.
- **Changes to your expedition**
As we make all of your expedition arrangements on request, it is extremely unlikely that any changes whatsoever will be made to your reservation, but any that do occur are likely to be minor. We will do our best to notify you of any changes as soon as we are aware either by email prior to your departure or to your local accommodation when on expedition. Any changes, which are due to weather or aircraft operational arrangements, are considered as minor changes.
A major change is defined as:
a) A change in departure airport except between regions as shown on our website
b) A change in departure time of more than 12 hours
c) A change in destination resort
d) A change in your destination accommodation.

In the unlikely event that a major change should occur, it is our policy to offer you an alternative and we will refund any appropriate cost saving together with compensation from the table 1:

Table 1- compensation table

Days before departure	56 days or more	55-29 days	28-25 days	Less than 15 days	Whilst on expedition
Compensation Amount	Nil	£20	£40	£50	£50

We are unable to make any payment if changes are made as a result of force majeure. This includes but is not limited to acts of God, acts of threat of war, government action, strike, civil unrest, fire, failure of public utilities, medical emergency, natural, including weather threat or disaster, nuclear threat or disaster, terrorist threat or action, or airport closure.

Force majeure also includes any recommendation by the foreign & commonwealth office travel advice unit. You are advised to check this information on the internet at www.fco.uk.

○ Cancellation by us

We will not cancel your expedition unless you have failed to make payment to the due date shown on the Confirmation & Invoice or through force majeure as defined above. In the case of force majeure we will offer you an alternative expedition of similar or higher standard.

○ Our liabilities to you

Operation Orphan accepts liability for acts and/or omissions of our employees, agents and suppliers while acting in the course of their employment with us. We accept responsibility for deficiencies in the service we are contracted to supply except in the case of force majeure as defined above. Our liability will be limited to twice the cost of the holiday.

We are not responsible for the death, injury or illness of anyone who booked with us unless when caused by negligent acts or omissions by employees or agents acting within the course of employment with us. We will, however, offer assistance to anyone booked with us who suffers injury or illness arising from activities outside the scope of their expedition arrangements. This will be limited to £5000 per booking and in the event that a successful claim is made against any insurance, will be recoverable to you.

3. Your obligations:

○ Contract

Your expedition is confirmed when we issue your Expedition Confirmation & Invoice by email or post. Please advise us if you have not received this within 7 days of making a booking. On the receipt of your Confirmation & Invoice, PLEASE CHECK it carefully, particularly with regard to spelling of names which must agree with that in your passport, as any errors may incur administration charges.

○ Amendments to your expedition booking

We will consider any requests from the lead named person to change your expedition arrangements and will use our best efforts to assist you. We may need to make a charge for this and will advise you prior to accepting your instructions. In some circumstance, it may be necessary to treat the change as cancellation. Please note that if the number of passengers on your reservation changes, we will recalculate your expedition price to reflect the new occupancy levels. We can only accept changes that are notified in writing by email, by fax or by post.

○ Cancellation by you

If you wish to cancel your expedition, the Lead Named Person must advise us in writing. We will then calculate any refunds based on the charges incurred with each individual supplier and refund balances to you less an administration fee of £150. Cancellation is unlikely to provide refunds for the flight or transfer elements of a holiday. It is a condition of booking that you have Travel insurance with cancellation cover in place when you book your expedition as any refunds are likely to be only a small percentage of your total expedition cost.

Charity Number
1136170

Email: globalexpeditions@operation-orphan.org

Changing lives for a brighter future

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○ **Changes to your expedition arrangements after departure**

If you decide to change your expedition arrangements whilst overseas you will be breaking this contract. All remaining accommodation will automatically be cancelled and we shall be unable to accept any liability for any loss, damage or other claim resulting from your expedition.

○ **Re-confirmation**

We will re-confirm your outward flight seats, care hire arrangements and first accommodation prior to departure. You must re-confirm your further accommodation to advice of estimated arrival time 1-2days in advance to the telephone number shown on your itinerary and also timings of further flights. We can accept no responsibility for the failure of any arrangements we make if this re-confirmation procedure is not followed.

○ **Airline check-in times**

You must present yourself for check-in at least 2 hours prior to the scheduled departure of your aircraft.

Section B booking conditions applicable to all bookings

1. **Payment**

Normally payment is taken at the time of booking your arrangement. However in some circumstances, we can accept a deposit with a final balance due as shown on your Confirmation & Invoice. This due date will normally be 10 weeks prior to departure. If the Confirmation & Invoice is issued less than 10 weeks, before departure, the Final Balance is due immediately.

Failure to ensure that we receive cleared payment on the due date will result in your holiday being cancelled. The final balance may be paid by:

i. Cheque payable to **Operation Orphan**

ii. Online Transfer – For Global Expeditions

Account Name: Operation Orphan
Account Number: 53628668
Sort Code: 20-10-03

To allow time for payments, please allow 14 days after posting for cheque payments.

2. **Contact Address**

Please note that we shall address all correspondence and deliver travel documents to the Lead Named Person on the Confirmation & Invoice who is responsible for all payments and ensuring others named on the Confirmation and Invoice accept the conditions also. **Operation Orphan** will not make any cancellation or amendments or enter into correspondence regarding the reservation with any other party other than the Lead Named Person.

We cannot accept any responsibility for any matters arising from failure to advise us of changes in postal address or email address.

3. **Passports & Visas**

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. Airlines will not permit passengers to travel who do not have proper documentation and comply with regulations. All passengers must be carrying a valid passport in the same name as their airline ticket. PLEASE visit FAQ entry and immigration requirements if you are in doubt about your ability to comply with the immigration requirements of the countries you will be visiting.

4. **Insurance**

Operation Orphan covers all expedition members on their **AVIVA Group Business Travel Policy**

5. **Travel documents**

We aim to issue your expedition travel and information documents at least 14 days prior to your departure. If we are unable to meet this target, we will notify you by email of any delays. Please note that some holidays, we may issue these documents significantly in advance of this target.

6. **Expedition information**

We have done everything possible to ensure that the information we have given you on our website including that about events is correct and up to date. We update our website frequently to reflect those changes that we know about but we do not have control over them. Consequently, should events not take place, we can accept no liability and the holiday arrangements confirmed will stand. Please note, also, that we have no control over the websites with which we link. Advertised facilities on these and our own websites do change and we can accept no responsibility for these changes.

7. **Overbooking**

It's a common fact of modern travel that hotels and airlines seek to maximise their occupancy by taking more bookings than there is space available in order to compensate for no-shows. We monitor our suppliers very closely to avoid potential disruption to your expedition. Consequently, if we feel there is a chance you may be inconvenienced, we will contact you as soon as we are aware of the possibility and propose alternative arrangements.

8. **General information**

a) **Joint services:**

Please note that two airlines may share the same services, therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket.

b) **Taxes:**

We will advise you all mandatory taxes which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommend that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from relevant airline when you reconfirm your flight details.

c) **Resort fees:**

A number of accommodation suppliers are now charging resort fees which are payable on check-in. These charges are not included in your arrangement cost. Please contact us if you require details of likely applicable resort fees for your chosen accommodation.

d) **Tipping:**

Your arrangement does not include tips. However in some parts of the world, tipping is a major part of employees income and we give guidance as to the level expected. Please do follow this advice for the benefit of future travels.

a) **Complaints**

Should you have cause for dissatisfaction with any of arrangements made by **Operation Orphan**, on your behalf, you should immediately contact your host explaining your dissatisfaction and seeking resolution. Complaints can usually be resolved far more quickly and to your satisfaction in the resort.

If after this procedure you remain dissatisfied, please notify your host in writing with a copy faxed to us and call our 24 hour customer service help-line. We will then do our utmost to resolve the matter. Please note that we must be notified within 24 hours if we are to be able to resolve matters quickly and that without a written report there is nothing we can do either immediately or subsequently.

Should you continue to remain dissatisfied with our handling of the matter, please write to our customer services manager at our office. We will investigate further and reply fully within 28 days. If this is not possible, we will send you an interim letter advising of our progress.

b) **Suppliers conditions**

Our third party have their own booking conditions and conditions of carriage, and you will be bound by these, so far as relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where, relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

c) **Special requests**

If you have a special request for anything that is not automatically part of the arrangement booked please advise us and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try and help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that, verbal confirmations of special requests separately in writing. We must emphasise that, verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights.

d) **Information accuracy**

Sometimes facilities we describe will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about withdrawal of any significant facility as soon as possible. Some activities or facilities, water-sports for example, may not be available in low season. Beach activities such as water-skiing and paragliding are normally managed by independent local operators and we have no control over their availability or prices. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other time) there is a possibility you will be disturbed by noise from less considerate groups, so please bear in mind when choosing your resort and accommodation. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

e) **Personal information**

We will provide your personal information, as well as any personal information you provide in relation to those other persons who form your booking party, to suppliers and carriers who might be located outside the UK and/ or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data will also be passed to relevant suppliers and carriers to enable provision of services to you.

f) **Behaviour**

You must accept responsibility for the proper conduct of you and your party. In cases of damage of property, behaviour causing or likely to cause danger or persistently affecting the enjoyment of others, we reserve the right to terminate your expedition. If we do so, we shall have no further responsibility to you. Accommodation management, airline or airport personnel can also take such action. If you damage your accommodation or cause delay or diversion to your flight, you agree to indemnify us against any claim including costs made against us.

g) **Law and Jurisdiction**

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland and Scotland (as appropriate), can deal with any disputes.

We reserve the right to alter these booking conditions and you should check our website at the time of booking