



### BOOKING FORM

Please fill in your details clearly in **BLOCK CAPITALS**

TRIP INFORMATION			
Trip Name:		Dates:	

Title	First Name*	Surname*	Nationality	Passport No	Passport Expiry	Date of Birth

\*Your names must be written here as they appear in your passport

How did you hear about Aqua-Firma ? .....

ADDRESS (to which all correspondence/tickets will be sent)		ROOM REQUIREMENTS		
Address:		<input type="radio"/> Single	<input type="radio"/> Double	<input type="radio"/> Triple
		<input type="radio"/> Smoker	<input type="radio"/> Non-smoker	
Postcode:		Special Requirements?		
Email addresses:				
Home tel:		Mobile:	Occupation:	

PAYMENT	
<p>A deposit of £250 per person, or 10% of the trip price, whichever is the greater, is required to secure your booking except:</p> <ul style="list-style-type: none"> <li>- trips which include accommodation onboard a boat require a 20% deposit.</li> <li>- yacht charters and trips including a dive liveaboard require a 33% deposit</li> <li>- where otherwise stated</li> </ul> <p>Full payment is usually required 10* weeks prior to the start date of your trip, so if your trip begins within that time then please enclose the full trip cost (*13 weeks prior for polar voyages and certain dive liveaboard trips).</p> <p>Please make cheques payable to <b>Aqua-Firma Worldwide Ltd.</b> and send to the address at the bottom of the page.</p>	
Trip cost:	£
Deposit:	£
Total Amount enclosed:	£

ACCEPTANCE OF CONDITIONS	
I agree to the Aqua-Firma booking conditions as stated on behalf of all persons included in this form:	
Signature :	Date :

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[info@aqua-firma.co.uk](mailto:info@aqua-firma.co.uk) [www.aqua-firma.com](http://www.aqua-firma.com) ATOL no. 6947

# Booking Terms and Conditions

Aqua-Firma is a trading name of Aqua-Firma Worldwide Ltd. of registered office Longdene House, Hedgehog Lane, Haslemere, Surrey GU27 2PH, and as such your booking contract and invoice is made with Aqua-Firma Worldwide Ltd. (hereinafter called 'the Company' or 'we' or 'us' or 'AF') subject to the following conditions:

## 1. How to book

1.1 To make a booking you must send us a completed booking form and the correct deposit amount. If your booking is made less than 10\* weeks prior to the date of departure then full payment is required at the time of booking. We will confirm your booking in writing. The booking is not accepted and no contract exists until the date shown on this written confirmation issued by AF.

1.2 Full payment is required at least 10\* weeks before the date of departure or the booking will be treated as a cancellation and the penalties in section 3 below will apply.

1.3 Where you book a single component of a holiday through AF, such as accommodation only at a hotel, then the Company acts only as a booking agent for the supplier concerned and accepts no liability for the provision of the product or service involved.

(\*14 weeks, or as otherwise advised, in the case of polar voyages and trips incorporating a dive liveaboard).

## 2. Alterations by client before departure

If you wish to make changes to your booking more than 10\* weeks prior to the departure date then we will try our best to assist you, but we cannot guarantee that it will be possible. Requests for any alterations need to be made in writing and signed by the signatory of the Booking Form. In the event of an amendment a £60 amendment fee will be payable in addition to all costs we incur and our suppliers impose on us as a result of the transfer of the booking. Alterations made within 10\* weeks will be treated as a cancellation and the penalties in section 3 below will apply.

(\*14 weeks, or as otherwise advised, in the case of polar voyages and trips incorporating a dive liveaboard).

## 3. Cancellations by client

Apart from polar voyages, dive liveaboard tours or where otherwise advised, if you cancel your booking more than 10 weeks prior to departure then the deposit will be forfeited. If you cancel your booking after you have paid in full then the following cancellation charges will apply:

between 45 and 69 days prior to departure: 50% of the holiday cost

31 to 44 days prior to departure: 75% of the holiday cost

0 to 30 days prior to departure : 100% of the holiday cost

### Polar Voyages & Dive Liveaboard Trips (unless otherwise advised)

If you cancel your polar voyage or dive liveaboard booking more than 14 weeks prior to departure then the deposit will be forfeited. If you cancel your booking after you have paid in full then the following cancellation charges will apply:

between 61 and 97 days prior to departure: 50% of the holiday cost

0 to 60 days prior to departure : 100% of the holiday cost

Flights – If we are able to make your flight bookings on the basis of a deposit, then the conditions above will apply unless otherwise advised. Once flights are paid for in full then a 100% cancellation charge will apply.

## 4. If you are prevented from travelling

If you or a member of your party is prevented from travelling on the holiday you have booked, then you may transfer that booking to another person provided that they meet all the requirements for that holiday, that we are informed no less than 21 days prior to the date of departure and that our suppliers (such as transport providers) agree to accept the name change. If a transfer is allowed then a £60 amendment fee will be payable in addition to all costs we incur and our suppliers impose on us as a result of the transfer of the booking. In the event that you do transfer your booking to another person then you are both jointly liable for payment of the booking and other associated expenses.

## 5. Booking flights

Where you do book your own flights AF's responsibility does not start until you have met our representative at the appointed time and at the designated location. If you fail to arrive there at the appointed time then we shall not be responsible for any additional expenses you may incur in order to resume your schedule. We recommend that you book changeable return flights in the event of delays during your tour.

## 6. Acceptance by AF of Bookee

AF reserves the right to refuse any bookings from prospective clients, or exclude from any trips clients whom AF considers unsuitable. We must be informed of any health issue or condition at the time of booking. If it is considered (with regard to your safety and enjoyment, and that of those around you) that such a condition would likely affect your ability to participate safely in any activity then we will not accept the booking. If, during the booking process any new information – or any change to health or fitness – is disclosed which would affect your ability to participate safely, we reserve the right to amend or cancel your booking. Such an amendment or cancellation would be regarded as a cancellation by the client, and our liability would be limited as to the terms set out in point 3.

## 7. Alterations or cancellations made by us

### 7.1 Alterations

AF reserves the right at any time to make alterations to your holiday arrangements (including all transport, accommodation and services). These changes are usually minor, but if not then we will notify you in writing before you depart. Details on your invoice or in any of our publicity materials are for guidance only.

If a significant change has to be made then we will contact you. A significant change would mean one of the following:

- a change in destination
- a change to a lower standard of accommodation
- a change in the start or end point of a trip
- a change in the start or end timing of a trip by more than 12 hours

Upon the occurrence of a significant change then we will endeavour to inform you as soon as possible. It is your choice if you then decide: to accept the change, or: cancel the trip and claim full refund. In the event of us informing you of a significant change that you choose to cancel your trip then you must let us know in writing or by email within 7 days of such notification.

Changes in the travel that do not substantially alter the nature of the travel do not entitle you to cancel the contract or to a refund or reduction.

### 7.2 Cancellations

Some of the trips AF organises rely on minimum numbers of people, so if we fail to consolidate this minimum number then we reserve the right to cancel the trip without issuing any compensation. If we cancel your trip for any other reason then any payment made by you will be refunded in full, except where cancellation is a result of your failure to pay any balances by their due dates. Compensation will not be payable if we are forced to cancel, or in any way change your trip for reasons of force majeure, namely war, the threat of war, terrorist activity, civil strife, natural or man-made disaster, industrial dispute, fire or adverse weather conditions or other similar events beyond our control and that of our agents and suppliers.

### 7.3 Compensation

In the event that you cancel due to a significant change, or that we cancel your trip, then except in the event of force majeure or lack of consolidation of numbers for the trip (please refer to 7.2 above) then we will pay compensation as detailed below:

Notification of material change (period before departure)	Compensation
More than 60 days	Nil
14 to 60 days	£20
Less than 14 days	£30

## 8. Prices and surcharges

The prices we quote are calculated based upon costs and foreign currency exchange rates prevailing at the time when each itinerary is prepared. The Company reserves the right to amend prices and impose surcharges at any time up to 30 days prior to the date of departure to take into account any changes in currency exchange rates, park fees, dues, taxes, government action, or transportation costs including the cost of fuel. The Company will absorb any increases in costs up to 2% excluding amendment charges. Only increases in excess of 2% will be charged. If this means that you have to pay an additional 10% or more on the price of your trip with us then you will be entitled to cancel with full refund of any monies paid, excluding amendment charges. To exercise this right to cancel you must do so within 10 days of the date shown in communication from us on which the price changes were advised.

## 9. Insurance

It is a condition of your booking and essential for your personal protection that you have adequate insurance cover. It is essential that you provide us with details of the insurance cover you have purchased, including the name of the insurance company, policy number and an emergency contact telephone number. It is your responsibility to make sure that you read the details of your insurance policy and make sure that it covers all of the activities you will be participating in on your AF trip, covers the full duration and is adequate for your personal needs. Specifically, you must make sure that your insurance includes satisfactory cover for helicopter rescue, air ambulance, repatriation and cancellation\*.

\*We STRONGLY recommend that your travel insurance includes cancellation and curtailment cover in the event that you cannot complete part, or all your trip due to illness including COVID, such as circumstances whereby you test positive for COVID and you are consequently unable to leave your home country, or you are unable to enter a destination or location, or board a boat, or board a plane etc. Aqua-Firma will not be liable to provide any refunds under these circumstances.

We do not review alternative insurance policies. Please make sure that you bring full details of your insurance policy with you on your trip.

## 10. Itinerary and your expectations

Your booking is accepted on the understanding that trips organised by AF are often to remote locations and involve a degree of adventure; physical exertion you may be unprepared for; weather extremes; subject to sudden change; remote from medical services; involve evacuation difficulties if you are disabled. You also acknowledge that activities including (but not exclusive to) diving, sailing, snorkelling, trekking, rafting, kayaking and canoeing may involve a significant degree of personal risk and that the safety standards by which they are run are likely to be different in each country and different to the standards to which they are run in your own country. Your booking is accepted on the understanding that you realise the hazards involved with these kind of activities and travel, including but not exclusive to injury, disease, loss or damage to personal effects, inconvenience, and discomfort.

11. You need to accept the need to maintain a philosophy of allowing for alternatives and a substantial degree of on-trip flexibility. It is part of the nature of adventure travel that the elements surrounding you can be unpredictable. Itineraries and images featured in publicity materials are inspirational in character and do not necessarily depict the exact wildlife and landscapes you will encounter on your trip; they are an indication and not a contractual obligation of AF and we will not be held liable for any claims for non-fulfilled expectations.

AF will not be held liable for any loss whatsoever caused as a result of any delay or alteration that may occur during your trip. Delays or alterations may be necessary for the safety of you and those around you (e.g. answering a Mayday call at sea or changes in weather or visibility); any activities that are cancelled on reasonable grounds will not be refunded.

By travelling on a trip organised by AF you accept this flexibility and acknowledge that delays may occur and alterations may result.

## 12. AF responsibilities

We are responsible for the proper performance of our obligations under this contract whether those obligations are provided by us or third party service providers engaged by us and acting within the proper course of their employment. We will accept liability for any damage caused to you by our failure to perform the contract, unless the failure is:

- i) is attributable to you;
- ii) is attributable to a third party not connected to the performance of the contract;
- iii) due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care and attention had been taken;
- iv) due to an event which even with all due care and attention we could not foresee or forestall.

## 13. Authority on your trip

In signing this contract you accept the authority and decisions of the employees, guides, leaders, agents and suppliers during your trip with us. If it is the opinion of these people that your conduct or health appears likely to endanger yourself, other people or the progress of the trip then you may be excluded from the whole, or part, of the trip. In the event of ill health or accident whilst you are travelling with us we reserve the right to make all arrangements which we feel are necessary and recover the whole cost of these arrangements from you. If you commit an illegal act then we will cease to have responsibility for you.

## 14. Information provided in good faith.

Any information or advice provided by AF on matters such as clothing, weather and sea conditions, vaccinations, permits, visas, baggage, special equipment etc. is done so in good faith but without any responsibility whatsoever on the part of AF.

## 15. Visas and Vaccinations

It is your responsibility to make sure that you seek relevant medical advice and vaccinations and make all other necessary arrangements prior to your departure. This includes compliance with passport, visa requirements and COVID vaccination requirements. We do not accept any responsibility whatsoever in the event that these matters are not dealt with prior to departure. You must bring all medical and vaccination certificates as required.

## 16. Other documentation and equipment

You may be asked to sign a liability waiver or our partner's Terms and Conditions in order to participate in activities during your trip. It is your responsibility to bring any certificates, specialist clothing or equipment as stated in your travel information, failure to bring such items may result in your exclusion from certain activities at the discretion of trip leaders, which will not be refunded.

## 17. Complaints & Arbitration

If you are unhappy with a service or facility provided during the course of travel arranged for you by us then you should address your concern to the Company's local representative and / or management of the facility straight away. If you are not satisfied with the resolution proposed, then you must contact Aqua-Firma using the emergency contacts provided in your itinerary. This will provide the opportunity to address your concerns during the course of your holiday. If at the end of your trip you feel that your complaints have not been dealt with satisfactorily then we will try to resolve any issues with you, but you will first need to send us details in writing by email or fax within 14 days of the end of your holiday with us.

## 18. Your Financial Protection

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Aqua-Firma Worldwide Ltd ABTOT number 5300, ATOL number 6947, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under ABTOT ATOL Franchise.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with Aqua-Firma Worldwide Ltd.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on +44 (0)1702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

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.

The price of our ATOL-protected flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT ATOL Franchise scheme.

For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com)

## 19. Data protection

By entering this agreement you understand that information you send to us will be passed on, where necessary, to other third parties who are involved in arranging your itineraries. This information will not be used for any other purpose, nor will it be passed to any other parties without your prior consent.

## 20. Jurisdiction

This contract and all matters arising from it are governed exclusively by the Laws of England and Wales.

# Important information

## Accommodation

Where we can we like to provide comfortable accommodation that is designed in harmony with its surroundings and in locations with a high level of environmental interest. Accommodation ranges from lodges and hotels offering a high degree of comfort to fully catered fly camps in the bush with an Out of Africa and under the stars feel to them. Sometimes the going is more challenging such as our Amazon rafting expeditions which require tented shore side camping and the only contact with the outside world is by means of a satellite phone.

Some of the lodges may have services and infrastructure which do not reach western operational standards with regards to health and safety. We are working with local guides and operators to continuously improve standards and make them more environmentally sensitive.

## Single room supplements

Many of our guests travel alone and we do not charge a single supplement where sharing a room is possible. If single occupancy of a twin or double room is desired, this can be arranged at an extra cost as stipulated in the detailed experience itinerary or by checking with us first. On a very few trips single occupancy may not however be available so please check at the time of booking.

## Food and drink

One of the delights of international travel is the opportunity to sample new and interesting local dishes. The quality and standard of food provided will vary depending on the specific experience, ranging from gourmet five star menus to wholesome, local and western cuisine. For our more adventurous experiences such as the rafting expeditions, food would be classified as good expedition cuisine.

It should be noted that many experiences may offer only a set menu, with little opportunity for an alternative choice. We are however happy to accommodate special dietary needs if notified at time of booking.

## Guides and representatives

For group experiences, you will be met by an Aqua-Firma representative when you arrive at your destination. This may be a local or international escort or guide. Guiding provision is specified in each individual experience itinerary. If you have special guiding requirements such as expert birding guides then please call us to discuss.

## What to bring

We recommend that you travel as light as is practically possible, keeping to a minimum the number of items you take with you. In terms of baggage, soft bags or back packs are best, particularly for experiences aboard yachts and ships, to enable easy storage in limited spaces.

Practical outdoor wear is best, remembering waterproof and weatherproof gear where appropriate. A waterproof day pack, camera and a good pair of binoculars are advisable. When bringing along a digital camera it is important that you bring sufficient storage cards or some other device such as a memory stick or USB pen to supplement your storage capacity.

Some experiences have special equipment and clothing requirements such as Polar Expeditions. Specific details of what is needed will be sent to you upon receipt of the booking form and trip deposit.

During canoeing and kayaking safaris and expeditions, lifejackets and helmets are supplied as needed. Guests are expected to bring personal items such as wet weather gear, sunglasses, sun hat, sunscreen, waterproof bags and wet sandals such as Tevas. Unless otherwise stated, all of our experiences which involve camping are fully catered so there is no need to bring any equipment. See Special Information – Scuba Diving for further details.

## Health and Fitness

Please refer to each itinerary for advice. Many of our experiences require little more than an ability to travel and get around. Other experiences require a reasonable to good level of fitness to enjoy to the full. You may be asked to complete a health questionnaire to ensure that your participation in any activities will not put yourself or others at risk. If, during the trip the activity leader or guide reasonably decides that your participation is likely to put yourself or others at risk, they may exclude you from the activity. If you have any condition or health issue that may affect your ability to travel or participate in activities, you must inform us at the time of booking. If, during the booking process your health or fitness changes, you must inform us as soon as possible. If any new information

not disclosed at the time of booking or change is brought to our attention that may affect your ability to safely participate in the trip, then we reserve the right to amend or cancel your booking.

### **COVID Vaccination**

You must be fully vaccinated against COVID in order to join any Polar Voyage. You should assume the same for all other trips, but please contact us to discuss exceptions. If at any stage a country you are hoping to visit requires COVID vaccination, or any other inoculation, then it will be your responsibility to comply. Refunds will not be granted.

### **Passports and visas**

A passport with at least 6 months remaining validity is essential for all Aqua-Firma experiences. Please remember that some visas may take up to three weeks to process depending on your destination and require a full page of your passport.

It is important that you contact the final destination and transit destination consulates in advance of booking with us to ensure that visa requirements have not changed. Visas are the responsibility of the individual. You will be responsible for all costs and cancellation charges in the event that you cannot travel due to not having the necessary travel documents.

### **Health and Safety**

It is the nature of both the remote locations we visit and the adventurous activities we undertake which present an element of risk and unpredictability to many Aqua-Firma experiences. Whilst we strive for the highest of safety standards on all our trips, the safety standards and regulations are those of the host country and therefore not necessarily equivalent to those of the UK.

Expert and up to date advice on your chosen destination can be found on [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) or by calling the Foreign, Commonwealth & Development Office on 0845 850 2829

### **Special Information - Scuba Diving**

- Participants should be qualified divers with a recognised professional body e.g. PADI, BSAC, NAUI etc. A certificate or C-card will need to be presented to dive operators on location. A log book may also be required for presentation by some operators so we recommend that you take one just in case.
- Any dive packages booked through Aqua-Firma, including specific diving courses, cannot be changed upon arrival at your destination.
- There is no refund for any unused dives.
- Equipment included is the hire of tanks, air fills and weight belts unless otherwise stated. The hire of further dive equipment, where available, will be at an additional charge.
- It is the individual's responsibility to be medically fit to scuba dive in the conditions presented.
- We recommend that a refresher is taken in a pool if you have not been diving in the last 6 months. We reserve the right to charge for a refresher should there be uncertainty regarding your ability and its impact upon safety and the underwater environment.
- The Aqua-Firma Diving Code of Conduct should be followed at all times.
- All regulations stipulated by the recognised diving authority (e.g. PADI, NAUI, BSAC) and as part of your insurance etc must be strictly adhered to.
- Aqua-Firma experiences do not schedule dives for the day prior to destination departure.
- Diving programmes are subject to constraints of weather and other conditions. Dive itineraries, particularly in relation to liveboards need to be flexible to adapt to changes in diving sites or suspension of diving, for which no refund can be given.

## How to book

If after reading through our experience itineraries you need any further information, then please call us on +44 1428 620012 or email [info@aquafirma.com](mailto:info@aquafirma.com) . We can tailor most of our experiences to fit with your personal travel aspirations and needs.

Next you will need to complete our Booking Form. Read the Booking Terms and Conditions and then complete the form using block capitals. It is important that you double check that all information has been written correctly in the appropriate fields; in particular that your name has been written exactly as it appears in your passport. On the booking form you will have the opportunity to inform us of any special dietary requirements and to provide us with the contact details of someone whom we can contact in an emergency.

Please send the fully completed form and arrange to pay by deposit in the form of a cheque made payable to 'Aqua-Firma Worldwide Ltd.' to:

**Aqua-Firma Worldwide Ltd., Square Sail House, Charlestown, Cornwall PL25 3NJ United Kingdom**

You can also pay by internet banking / bank transfer to our £, US\$, Euro, Australian, Canadian, New Zealand, Norwegian, Swedish, Danish, Swiss, South African, UAE, Qatar & Singapore currency accounts. Please contact us for details.

You may also pay using a Visa or Master Card in £, US\$ or Euro. The following card fees apply:

UK consumer debit cards	0%
UK consumer credit card payments	0%
UK commercial, business and corporate cards	0.7%

For card payments from countries inside the European Union then it's 1.6% for all consumer debit and credit cards; and for card payments outside of the UK and EU the fee is 2.8%. Any European cards which are not simple personal cards, then it's 1.9%. Examples of these would include:

- o Consumer or private Premium & Super Premium cards
- o Prepaid cards
- o Business cards
- o Corporate
- o Commercial

Upon receipt of payment we will send you a copy of your experience details and further information and flight details where appropriate. The balance of payment, to be paid by cheque or bank transfer, is usually due 10 weeks before departure; more in the case of polar voyages and certain dive liveaboard trips.

Some of experiences require a minimum group number in order to operate. If your experience has not reached the minimum number at the final payment date, we will not take payment until your trip is confirmed. Aqua-Firma reserves the right to cancel your booking should the minimum number fail to be reached on a particular experience.