



SIMOON TRAVEL BOOKING TERMS AND CONDITIONS



Booking

To make a booking you must send a signed, completed Booking Form to the Company together with a deposit of £500 per person. If we do not book your flights, the deposit is £300 but we remind you that your holiday will not be protected under the ATOL scheme. We will then invoice you for the remainder of the cost, which must be paid no later than nine weeks (63 days) before departure. If you book less than nine weeks before departure, full payment must be made at the time of booking. The booking is not accepted and no contract exists until the date shown on the confirmation issued by the Company to you. The company reserves the right to decline or invalidate any booking at its sole discretion and in circumstances not involving breach of this agreement if the Client, all monies paid by the Client will be refunded. The booking form must be signed by a person over the age of 18 on behalf of all individuals named on the booking form (each a "Client" and together the "Clients").

Payment

If you have not made your final payment, including any surcharges by the time it is due (nine weeks before departure), we will contact you to make arrangements for its late payment. If this cannot be agreed, we reserve the right to cancel your booking and release the place for resale.

Consumer Protection

The air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6694. 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. For further information, visit the ATOL website at www.atol.org.uk.

Group Bookings

If you make a booking on behalf of others as well as yourself (this includes School bookings), the Authority of each individual listed on the booking form to enter into this agreement and that you and those individuals hereby agree to be jointly and severally liable to us for any breach of this agreement.

Cancellation by the Client

If the Client needs to cancel a booking, or, if in member of the Client's party on whose behalf the Client has booked, has to cancel a booking, we must be informed in writing by the Client who made the booking. The cancellation only takes effect from the date on which the notification reaches our offices. In this case and whatever the reason for the cancellation, any deposit paid and any insurance premium paid would be forfeit.

The Client is responsible for the following cancellation charges:

Period before departure date within which written cancellation is received by the Company	Amount of Cancellation charge (expressed as a % of the total journey cost exclusive of insurance)
Up to 63 days prior to departure	Deposit
62 – 28 days prior to departure	50% of tour cost
27 – 14 days prior to departure	75% of tour cost
13 – 0 days prior to departure	100% of tour cost

You may be able to claim under your insurance policy if your reasons for cancellation fall within the terms of the policy.

If a group booking has been made and the cancellation by one or more members of that group results in there no longer being a sufficient number of participants to ensure the viability of the trip, the journey as a whole will be cancelled and normal cancellation charges will be levied by the Company on all group members. If the School/Head or Board of Governors, local authority or other sponsoring organisation withdraws its support for the journey of a School group, the journey will be cancelled and normal cancellation charges will apply.

Attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable or.

Due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken or:

- d) Where a claim (whether personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, our liability and/or the amount of compensation you receive is limited as if we were carriers within the appropriate international Conventions.
- e) The Company's acceptance of liability is subject to (a) and (d) above and to any agreement by the Client to Simoon Travel limited or the Client's rights against any agent, broker or sub-contractor, which is in an agency relationship with the Company, or the Client's death or personal injury. Such acceptance of liability is also subject to your following the procedures of notification of complaints set out in the insurance clause below.

Your Responsibility

- a) Schools and Under 18 groups: In cases where the Clients are under the age of 16, all responsibility for the responsible and good conduct of all Clients during their journey is assumed by the person signing the booking form. At least one responsible adult must be present with the group and on duty at all times. Clients must be accompanied by their parents or guardians and must travel on tour with the Company, but leaders accept responsibility and its weight on tour with the Company. If, in their opinion the safety, health, level of fitness or conduct of a Client at any time before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour that Client may be excluded from all or part of the tour without refund or recompense. In this event, the Company shall use its reasonable endeavours to repatriate the Client provided that any additional costs that may be incurred are pre-paid and that the Company is reimbursed for any administrative costs and expenses associated therewith.
- c) It is your responsibility to ensure that, passports and any other necessary documents are in order before departure.
- d) The company will not be liable for clients missing flights as a result of late check-ins and no refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given as a result of lost or destroyed travel documents.

Medical Requirements

By signing the declaration, you agree that your medical history are fit to travel. If you feel that there is something in your medical history that has any chance of impacting on the tour, you MUST ask us for a medical form which you will be required to fill out. Those under the age of 18 will need the medical form signed by a parent or guardian. If the Company believes that it is unable to properly accommodate any particular needs, the Company reserves the right to decline/cancel your booking subject to the conditions laid out in these terms and conditions.

Medical Treatment

In the case of ill-health the Company may make such arrangements as it sees fit and recover the costs thereof from the Client. By participating on a tour with the Company and in cases of emergency, the parents or guardians of the Clients under the age of 18 years, shall be deemed to have given authority to the Company's employees and representatives to arrange whatever medical or surgical treatments are deemed necessary for such Client, to act in loco Parentis and to sign any form of consent on their behalf.

Acceptance of Risk

The Client acknowledges that the nature of the tour is adventurous and that such holidays may involve a significant amount of personal risk (which may include high temperatures, changing climate, local fauna, remoteness of medical services, physical exertion and difficult evacuation procedures). The Client hereby assumes all such risk and does hereby release the Company from all and any claims and causes of action arising from any damage, injury or death resulting from these inherent risks.

Insurance

It is mandatory that the Client is covered by adequate insurances at the time of booking for the setting on tour. We have an insurance scheme in place which is fully designed for this kind of tour and we strongly recommend that you use it. Your insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other associated expenses which might arise as a result of loss, damage, injury, delay or inconveniences. This policy must include a minimum cover of £2,000,000 for medical and repatriation expenses.

The Client must ensure their insurer is aware of the type of travel to be undertaken. The insurers name, policy number and emergency phone number when abroad must be given to the Company prior to departure as detailed overview. The client acknowledges that the tour price does not include the cost of any personal travel insurance. The Company cannot be held responsible for the inadequacies or failure of any policy to cover claims made.

Carbon Offsetting

We at Simoon, like you, are under no illusions that climate change presents real threats and challenges to the planet and to the prosperity of future generations; therefore we are committed to doing our bit to help.

We do this by means of an annual audit through the Carbon Balanced programme by The World Land Trust (WLT) - a wildlife conservation charity with a proven track record of successful tropical forest purchase and protection projects. The audit calculates the carbon dioxide emissions associated with our employees' commute to and from work, our annual office energy usage and our air and other travel. WLT also recommend organisations who can advise us on how we can best continue to reduce our emissions.

WLT is first and foremost a conservation charity and by offsetting travel related emissions with Carbon Balanced we can contribute to mitigation of climate change and the protection of the world's most important habitats. Contributions therefore have a dual beneficial effect.

WLT is a UK-registered charity with over 18 years experience in protecting habitat and biodiversity throughout the world. Their Carbon Balanced Restoration Ecology projects are unique in that each one is specifically designed to benefit biodiversity.

Please go the WLT website (www.worldlandtrust.org) and Carbon Balanced website (www.carbonbalanced.org) for further information. For all our clients: a voluntary surcharge - calculated on the distance flown, will be added to the cost of your tour if agreed overleaf and we encourage you to pay it as part of doing your bit to help. The current cost for return flights, per person are shown below:

ROUTE	TONNES OF CO2	COST TO OFFSET
Heathrow – Tripoli	1.28	£19.20
Gatwick – Muscat	2.54	£38.10
Paris – Tamarassat	1.88	£23.70
Heathrow – Tehran	1.93	£28.95

Complaints

If the Client has a complaint about the tour they must notify the Company's leader and/or our local representative at the earliest opportunity. Appropriate action will then be taken to endeavour to rectify the situation; however, if you are still not satisfied the Client shall notify the Company within seven days of return.

Waiver

The booking conditions may only be waived or amended by written mutual consent. When the Client completes the booking form, he/she agrees to accept all these conditions, and when the Company accepts the booking we agree to carry out our obligations to you as set out in this agreement and any other information provided to you.