

THE POLAR PEOPLE

BOOKING CONDITIONS 2011

HOW TO BOOK

- 1. RESERVE A PLACE** - Contact us to let us know that you would like to make a booking and we will confirm the details of your holiday with you.
- 2. BOOK YOUR HOLIDAY** - Complete and sign a booking form and send it to us with a cheque for the deposit (1/3 of the holiday price). We shall then send you written confirmation of your booking and next payment dates.
- 3. PAY FOR YOUR HOLIDAY** - We will send you an invoice for each payment instalment. The final payment must be made not less than ten weeks before the start of your holiday.

The Polar People accepts bookings subject to the following conditions. Please read the conditions carefully and retain them for your records. By signing the booking form you are stating that you have read the conditions and agree that they apply to you and to anyone else on whose behalf you are booking a holiday with us.

INTRODUCTION

We will do everything we can to make your holiday a success. We do our best to travel in some comfort and style but our holidays are not for those seeking unbounded luxury. Our itineraries are a balance of comfort and adventure and our activities are not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the holiday. Upon booking you confirm that you accept these risks and are fully capable of participating in the described activities. Please consult us if you are unclear about the demands of any of our holidays.

BOOKING & PAYMENT

A booking will be made on receipt of a properly completed booking form together with a deposit payment of 1/3 of the holiday price. A contract exists when we have issued you written confirmation of the booking. Depending on the holiday, we may require you to pay interim instalments but the final balance of the cost must be paid not later than ten weeks (70 days) before the start of the holiday. If you book your holiday less than ten weeks before it starts, full payment will be due at the time of booking. Once we have received your full payment, you will be sent joining details and any further information. If you fail to pay the full cost of your holiday within the specified time, we reserve the right to treat the booking as cancelled, in which case your deposit will be forfeit.

ACCOMMODATION

We assume that people travelling on their own are prepared to share accommodation. In practice this usually means twin rooms in hotels and occasionally more in cabins, huts or boats. We try to arrange for single travellers to share with someone of the same sex, but we cannot guarantee this. If it is not possible to arrange to share with another single passenger, or if you would prefer a single room, you will usually have to pay a 'single supplement'.

SPECIAL REQUESTS

At the time of booking, please let us know if you have any dietary or other requirements. We will endeavour to meet all individual's specific needs but we cannot guarantee that they will be met. Smoking is not permitted in shared accommodation but you should note that many Arctic people smoke and it is not always possible to find non-smoking areas in restaurants or vehicles.

TRAVEL & INSURANCE

We advise you to book your travel arrangements as early as possible after we have confirmed your place on the holiday. You are responsible for reaching the start point of the holiday. It is your responsibility to take out appropriate travel insurance before joining the holiday. You must make sure that your insurance specifically covers you for all the activities included in the holiday.

DOCUMENTS & INOCULATIONS

You must make sure that you have a passport, valid for at least six months after your return date, and any visas that you may need to travel and that you are appropriately inoculated.

HOLIDAY DESCRIPTIONS

We reserve the right to change the prices, services or other particulars of your planned holiday at any time before we enter into a contract with you. Your Holiday Description forms part of our contract with you and you should ensure that the details are correct before signing your booking form.

While we take great care in the preparation of our Holiday Descriptions, in some cases we rely in good faith on information from third parties to provide details of facilities or activities arranged for the holidays. We accept no liability in respect of any inaccurate information relating to these details except that resulting from our negligence.

WILDLIFE & WEATHER

Your Holiday Description may include details of animals, plants and atmospheric phenomena which are usually encountered in the areas we visit but we cannot guarantee that they will be seen. The weather in the Arctic can change suddenly and may be cold or stormy. You should be fully aware of this before booking.

YOUR HEALTH & FITNESS

Please make sure that your fitness and experience matches that specified in our Holiday Description and be aware that some of our holidays have minimum age requirements. You must tell us about any infirmity, disability, medical or behavioural problem that might affect you or any other member of your party. If you have any queries about your fitness for the holiday you should contact us for advice as some of our holidays could be unsuitable or even dangerous for you. In the case of ill health, we have the right to make appropriate arrangements for your treatment - in consultation with you, where possible – and to recover any resulting costs from you or your insurer. You must be aware that some holidays venture several days away from medical facilities.

THE CONDUCT OF YOUR HOLIDAY

At all times the decision of your group leader or representative will be final on all matters likely to affect the safety and well-being of the party. By travelling with us you agree to accept the authority and decisions of our Leaders, Guides and any other employees or agents of The Polar People. Please note that if in the judgement of such a person your fitness or behaviour is likely to endanger the safety or enjoyment of yourself or others on the holiday you may be excluded from some or all of the holiday, and any additional costs related to that exclusion shall be borne by you.

ITINERARY

The Polar People is not an ordinary travel operator. Our holidays visit remote places where schedules, amenities and transport may be subject to alterations, cancellations or delays without notice due to local circumstances, weather or sea conditions or unexpected events. The itineraries put forward must therefore be taken as statements of intent rather than contractual obligations. If changes have to be made, the final decision on the itinerary will be taken by us or our representatives in the interests of safety and the group as a whole. We shall endeavour to make new arrangements as close as possible to the original schedule within reasonable limits of budget and time but it is a condition that any extra costs related to such changes shall be the bourn by you, our client.

RESPONSIBILITY

The Polar People promises to ensure that all parts of the holiday agreed within the contract are provided at an appropriate standard. You must understand that the nature of travel is adventurous and as such holidays involve significant hazards which you must accept at your own risk. You must also understand that even skilled guides can make mistakes. The Polar People will not be liable for any illness, discomfort, inconvenience, injury or death sustained while travelling with The Polar People, except due to our negligence, nor will it be liable for any uninsured loss or damage to your property.

CANCELLATION

Any cancellation must be made in writing. We cannot refund your deposit if you cancel your holiday (if you have a genuine reason for cancellation then your travel insurance should cover you). If you cancel less than 10 weeks before departure, you will be required to pay the full outstanding balance, if you have not already done so.

Occasionally we may have to cancel a holiday either through insufficient bookings or because of a failure in transport or other arrangements beyond our reasonable control. We reserve the right to cancel a holiday at any time before the start of the holiday. If this happens, we will offer you the choice of a full refund or a place on an alternative trip, if available, but we shall be under no further obligation. The Polar People is not liable for costs you may have incurred in preparation for the trip nor for reservations of other holiday components which you may have made in combination with your Polar People holiday.

FORCE MAJEURE

We regret that we cannot accept any liability, or pay any compensation, where the performance or prompt performance of our contractual obligations is prevented, or affected, by 'force majeure'. In these conditions, 'force majeure' is defined as any event which we or our agents overseas could not, even with all due care, foresee or avoid. Such circumstances may include war, threat of war, civil strife, industrial dispute, flight or ferry cancellations, terrorist activity, natural or nuclear disaster, fire, sickness, quarantine, adverse weather conditions and all similar events outside our control. If situations of 'force majeure' occur during your holiday, we will try to offer an alternative programme but if this should prove impossible the trip may be cancelled. In such a case The Polar People may not be held financially liable however, in the event of any cost savings, we shall return these monies to you.

SURCHARGES

The prices of our holidays are dependent upon transport costs and currency exchange rates, including fuel, taxes, dues and services such as embarkation/disembarkation fees at ports. In the event of an unfavourable increase in these costs The Polar People undertakes to absorb the equivalent of 2% of the original holiday price but reserves the right to impose a surcharge if necessary to cover increases greater than this. If the surcharge is greater 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 you must exercise your right to do so within 10 days of the date of invoice.

YOUR FINANCIAL PROTECTION

In compliance with the Package Travel Regulations 1992, The Polar People provides financial safeguards to protect your payments in the unlikely event of our financial failure. An amount equal to all of our clients' monies is held in trust, on behalf of the clients, until the completion of your holiday. The trust is held by ETL White, 21 Addlestead Road, Tonbridge, Kent, TN12 5DS.

FEEDBACK

It is of utmost importance to us that you enjoy your holiday. If you have a complaint about any part of the holiday arrangements, please let us know at the first opportunity, so that we can make amends.

CONTRACT

Your contract with us and any matters arising from it are subject to the jurisdiction of the courts of England and Wales.