Smaug Abroad Ltd. Booking Form

Classic China 12th – 27th July 2012

*Please complete in this form and return it with a **deposit of £750** per person.*

- *Deposit can be paid by cheque to Smaug Abroad Ltd., The Lodge, Bardwell Rd, Oxford, OX2 6SS, United Kingdom.*
- *Via bank transfer to Barclay's Bank, sort-code 20-65-18, acc no 40934836, reference: surname/tour name.*
- *Or by Credit* or Debit Card by phoning our office on +44 1865 315 441* (* 2% handling fee on Credit Card payment applies)

Applicant's details	**Applicant 1**	**Applicant 2**
Title		
First and middle name (as on the passport)		
Surname (as on the passport)		
Nationality		
Date of birth		

Passport details	**Applicant 1**	**Applicant 2**
Number		
Issue date		
Expiry date		
Country of issue		
Residency		

Applicant's contact details

Postal address	**Tel (home)**	
	Mobile 1	
	Mobile 2	
	E-mail	

Insurance *Insurance is required for all expeditions and is included in the package price. Please indicate if you have alternative travel insurance in place and you will receive a rebate on the final invoice.*

Insurance company name	
Policy number	
Insurance company's emergency tel. no.	

Declaration

(1) I am over the age of 18.

(2) I have read the Expedition Itinerary and the Terms and Conditions and have brought these to the attention of each member of the Party (or his/her parent or guardian in the case of members under the age of 18).

(3) I confirm that I and each member of the Party accept the provisions contained in the Expedition Itinerary and the Terms and Conditions and that I have the consent and authority from each member of the Party (or his/her parent or guardian in the case of members under the age of 18) to book the Expedition and sign this booking form on behalf of each member of the Party.

(4) I am enclosing a parental and medical consent form duly completed and signed in respect of each member of the Party who is under the age of 18 and who will not be accompanied by his/her parent or guardian on the Expedition.

Signature: _____ Date: _____

Parental Consent Form For Children Under 18 Years Old

Trip name: …….…… **Date:** ……

Name of child: …….…. **Date of Birth:** ……

MEDICAL INFORMATION

1. Does your child suffer from any conditions that require regular medication? **YES / NO**

If YES, please give brief details and describe the medication, dosage and frequency required:

……..……...

2. Is your child affected by any of the following? **YES / NO**

- ☐ Travel sickness
- ☐ Asthma
- ☐ Diabetes or epilepsy
- ☐ Migraines
- ☐ Ear infection or grommets
- ☐ Sleepwalking or nightmares

If YES, please give brief details:……..……..……

……..……...

3. Is your child allergic to any medication or does s/he suffer from any allergies? **YES / NO**

If YES, please give brief details:……..……..……

……..……...

EMERGENCY CONTACTS

Please be assured that, should a medical emergency occur, every effort will be made to obtain parental consent directly for medical treatment.

Name: ..... Day: ..... Evening: .....

Name: ..... Day: ..... Evening: .....

SPECIAL REQUIREMENTS

1. Does your child have any specific dietary needs? **YES / NO**

If YES, please give brief details: ……..……...

2. Are there any reasons, for example, religion/customs/birthday, why your child may require special treatment? **YES / NO**

If YES, please give brief details: ……..……...

SWIMMING ABILITY

1. Is your child confident in a swimming pool? **YES / NO**

2. Is your child water-confident in the sea or in open inland water? **YES / NO**

DECLARATION OF CONSENT

- ☑ I agree to my child taking part in the above trip and have read the information given.
- ☑ I agree to my child's participation in any or all of the activities described.
- ☑ I agree to my child being given emergency medical treatment.

Your signature confirms that you are happy for your child to participate in the above trip.

Signature: …… PRINT NAME:……..…… (Parent / Guardian) Date: ……

Please return this form to:

Smaug Abroad Ltd., the Lodge, Bardwell Road, Oxford, OX2 6SS

Smaug Abroad Ltd.
Terms & Conditions

1. **Definitions**

1.1 In these Terms and Conditions the following words have the following meanings:-

"the Company" means Smaug Abroad Limited (Number: 4061885) of The Lodge, Bardwell road, Oxford, OX2 6SS

"the Client" means the person who makes the booking and signs the booking form on behalf of each member of the Party

"the Deposit" means the deposit which is payable in respect of each member of the Party at the time of booking as advised by the Company on the Expedition Itinerary

"the Expedition Itinerary" means the details of the Expedition issued by the Company to the Client prior to booking containing details of the Transportation, accommodation, itinerary and other important information concerning the Expedition

"the Expedition" means the expedition/holiday which is the subject of the booking

"Party" means each person (including the Client) who is named on the booking form and any person who is substituted or added to the booking pursuant to clauses 6.2 or 6.3

"Contract" means the contract between the Company and the Client for the sale and purchase of the Expedition which is made subject to these terms and conditions

"Low Bookings" means that the total number of persons who have booked the Expedition by the date which is 8 weeks prior to the Scheduled Departure Date is less than the minimum number which was specified by the Company as the minimum number required for the Expedition to proceed

"Transportation" means all forms of transportation by air, sea, road and rail which are part of the Expedition Itinerary

"Price" means the total price for the Expedition (including the deposit) payable by the Client to the Company

"Scheduled Departure Date" means the date on which the Expedition is scheduled to commence as stated in the Expedition Itinerary.

2. **Booking Arrangements**

2.1 To make a booking the Client must complete and sign the booking form and send it to the Company together with the Deposit. The Client must be over the age of 18. A booking will only be deemed to be accepted when the Company has confirmed it by sending a confirmation of booking to the Client. At this point a contract will come into existence between the Company and the Client in respect of the Expedition which will be subject to the Expedition Itinerary and these terms and conditions. The Company reserves the right not to accept a booking for any reason at its discretion.

2.2 The Company will send an invoice to the Client showing the balance of the Price due after taking into account the Deposit which has been paid. This balance must be paid by the Client not less than 8 weeks prior to the Scheduled Departure Date. If the booking is made within 8 weeks prior to the Scheduled Departure Date then payment of the full amount is required when the booking is made

2.3 If the Client fails to pay the sums due under clause 2.2 by the due date then the Company will treat the booking as having been cancelled by the Client and the Company will be entitled to retain the Deposit as a cancellation charge

2.4 The Client warrants to the Company that:

2.4.1 he/she has brought to the attention of each member of the Party (or in the case of any member of the Party who is under the age of 18 his/her parent or guardian) the details contained in the Expedition Itinerary and these terms and conditions

2.4.2 he/she has the consent and authority from each member of the Party (and in the case of any member of the Party who is under the age of 18, the consent and authority from his/her parent or guardian) to sign the booking form on behalf of each member of the Party and to enter into the Contract on their behalf.

3. **Cancellation by the Company**

3.1 The Company reserves the right to cancel the Contract:

3.1.1 at any time up to 8 weeks prior to the Scheduled Departure Date in the event of Low Bookings, or

3.1.2 at any time prior to the Scheduled Departure Date in the event of unusual or unforeseeable circumstances beyond the control of the Company the consequences of which could not have been avoided even if all due care had been exercised

3.2 If the Company cancels the Contract pursuant to clause

3.1 then it will immediately return all monies paid to it by the Client but will have no further liability to the Client whatsoever arising from such cancellation

4. **Changes by the Company**

4.1 The Company reserves the right to change any part of the Expedition Itinerary at any time prior to the Scheduled Departure Date. The Company undertakes to notify the Client of any such changes as soon as possible after the Company becomes aware of them

4.2 If the change is a "material change" then the Client will be entitled to cancel the Contract in which case the Company will, subject to clause 5.3, immediately return all monies previously paid to it by the Client. If the change is not a "material change" then if the Client cancels the Client will be liable to pay cancellation charges pursuant to clause 5.2 and/or 5.3.

4.3 Subject to clause 4.2 the Company will not pay any compensation to the Client in respect of any changes to any part of the Expedition Itinerary

4.4 A change to the Expedition Itinerary will be deemed to be a "material change" if it results in an alteration to the time of departure or return of the Expedition of more than 24 hours from the time stated in the Expedition Itinerary or if it results in any change to the Expedition Itinerary which significantly affects the overall aims and objectives of the Expedition. All other changes to the Expedition Itinerary will not be deemed to be "material changes".

5. **Cancellations by the Client**

5.1 If the Client wishes to cancel the Contract then he/she must notify the Company in writing. The notice must be signed by the Client and sent by registered post. The date of cancellation will be the date on which the notice of cancellation is received by the Company.

5.2 Unless the Client is cancelling the Contract pursuant to clauses 4.2 or 7.3 of these terms and conditions then the Client will pay the following cancellation charges to the Company depending upon the date of cancellation.

Period before Scheduled Departure Date within which cancellation is received by the Company	Amount of cancellation charge (expressed as a % of the Price)
70 days or more	Deposit
69 - 55 days	50%
54 - 31 days	75%
30 - 0 days	100%

5.3 Should the Company for whatever reason, including those reasons set out in clauses 4.2 and 7.3 herein, and entirely of its own volition agree to refund monies including deposit monies, it reserves the right to charge an administration fee amounting to 5% of all monies paid to the company by the client at the date of the refund.

6. **Changes to Party members**

6.1 If the Client does not cancel the Contract in its entirety but cancels it in part by withdrawing one or more members of the Party then cancellation charges will be applied in accordance with clause 5.2 based on the part of the Price applicable to the members of the Party withdrawing

6.2 If the Client wishes to substitute one or more members of the Party with other individuals in circumstances where the total number of Party members remains the same as originally booked then the Company will use its reasonable endeavours to accommodate this but will not be obliged to do so. The Company reserves the right to make an additional charge to the Client to recover any additional charges which the Company has to pay as a result of the change plus an administration fee of £30

6.3 If the Client wishes to add an extra member or members to the Party then the Company will use its reasonable endeavours to accommodate this but will not be obliged to do so. The price to be paid by the Client in respect of the extra member will be such price as is notified to the Client by the Company at the time which will include an administration fee of £30

7. **Prices and Surcharges**

7.1 The Price for the Expedition will be the Price quoted by the Company to the Client prior to the Client making the booking and subject to clause 7.2 that Price will not vary

7.2 The Company reserves the right to increase or decrease the Price for the Expedition at any time up to 30 days prior to the Scheduled Departure Date in the event of any increase or decrease in Transportation costs (including the cost of fuel) or any increase or decrease in duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports. No increase in Price will be imposed by the Company unless the increase in the various costs referred to would result in an increase in the Price which exceeds 2% in which case the increase will relate purely to the excess

7.3 If the Company increases the Price under clause 7.2 by more than 10% from the original Price of the Expedition then the Client will be entitled to

cancel the Contract and the Company will, subject to clause 5.3 herein, return all monies paid. If the Client wishes to cancel in these circumstances then he/she must notify the Company within 7 days from the date on which the surcharge invoice is sent by the Company to the Client. The Company will have no further liability to the Client arising from any such cancellation

8. **Limitation of Liability**

8.1 The Company's liability to the Client or any member of the Party arising under the Contract or in relation to the Expedition shall be limited as set out below

8.1.1 The Company will have no liability to the Client for any delays in Transportation howsoever caused or any losses or expenses incurred by any member of the Party arising from such delays

8.1.2 The Company will have no liability for any loss, damage or injury incurred by the Client or any member of the Party arising from:

8.1.2.1 any act or default of the Client or any member of the Party; or

8.1.2.2 any act or default of a third party who is unconnected with the provision of any services under the Contract and which acts or defaults were unforeseeable or unavoidable; or

8.1.2.3 any unusual and unforeseeable circumstances beyond the control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or

8.1.2.4 any event which neither the Company nor the supplier of services under the Contract could have foreseen or forestalled even with all due care

8.1.3 The Company's liability will be limited in accordance with the provisions of all international conventions which relate to Transportation and accommodation namely the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. Copies of these conventions are available on request

8.1.4 Where airlines and other carriers providing Transportation issue tickets which incorporate terms and conditions of carriage which limit liability then the Company's liability to the Client or any member of the Party will be subject to those same limitations of liability. Copies of these terms and conditions of carriage are available on request

8.1.5 Under no circumstances, other than in the case of liability for death or personal injury will the Company's total aggregate liability to the Client and any member of the Party under this Contract exceed a sum which is twice the amount of the Price

8.1.6 In the event that any compensation is paid by the Company to the Client or any member of the Party as a result of any act, default or omission of any supplier of services or other third party then the Company shall be entitled to claim against that supplier or third party in place of the Client or other member of the Party. In such circumstances the Client or other member of the Party to whom the compensation has been paid agrees on request by the Company to assign to the Company all rights which he/she may have against the supplier or third party and the Company will be subrogated to these rights

9. **Conduct**

9.1 If following confirmation of a booking but prior to the Scheduled Departure Date the Company becomes aware of circumstances about any member of the Party (including without limitation any information concerning his or her medical condition) which in its reasonable opinion means that such member is not suitable to join the Expedition then the Company will be entitled to cancel the Contract as regards that member of the Party and to require him or her not to join the Expedition. In the event of such cancellation the Company will refund to the Client 50% of that part of the Price which had been paid at that time and which was applicable to the cancelled member unless the Company had previously been misled by the Client or any member of the Party (or his/her parent or guardian) as regards the circumstances (including medical condition) concerning the cancelled member

9.2 The Expedition will be led by tour leaders approved by the Company who will act as guides for the duration of the Expedition. The Client and each member of the Party agree to accept the authority of such tour leaders throughout the duration of the Expedition and to comply with all safety and other guidelines and requests issued by them. If in the opinion of any such tour leader the conduct of any member of the Party has or is likely to endanger the safety and well being of any person or cause severe distress or annoyance to any person or if any member of the Party has caused or is likely to cause damage to property the Company reserves the right to immediately cancel the Expedition as regards that member and take such action as it considers appropriate to accommodate that member elsewhere or arrange for that member to return home. Neither the Client nor the member of the Party concerned will be entitled to a refund of any part of the Price or to any compensation

9.3 The Client will fully indemnify the Company against all claims, damages, and expenses incurred by the Company (including any costs incurred by the Company in providing alternative accommodation or Transportation home under clause 9.2) arising from the misconduct of any member of the Party during the Expedition or any failure of any such member to comply with the reasonable requests of the Company's tour leaders

10. **Acceptance of Risk**

10.1 The Client confirms that each member of the Party has fully considered the Expedition Itinerary and is aware of the risks which may be involved in joining the Expedition including without limitation those which may be connected with the environment, high temperatures, climate change, rough terrain, physical exertion, remoteness from normal medical services and difficult evacuation procedures

10.2 The Client confirms on behalf of each member of the Party that he/she wishes to book the Expedition notwithstanding any such risks which may be involved

11. **Insurance**

11.1 The Price of the Expedition includes travel insurance which has been arranged by the Company with Equity Syndicate Management Limited. The Client confirms that details of the insurance cover have been provided to him/her prior to booking

11.2 Subject to the Company's prior consent which may be withheld at its discretion the Client may arrange his/her own travel insurance on behalf of himself/herself and all members of the Party instead of the travel insurance provided by the Company. If the Company agrees to this then the Client must provide full details of the alternative travel insurance to the Company (including the name of the insurance company, policy number and emergency contact number) and satisfy the Company that all members of the Party will have the benefit of the cover. The Company may at its discretion offer a reduction in the Price of the Expedition to reflect the fact that the Client is providing alternative travel insurance

12. **Personal Health**

12.1 If any member of the Party is under the age of 18 and will not be accompanied by his/her parent or guardian on the Expedition, then the Client will ensure that the parent or guardian completes and signs a confidential medical form (in a form supplied by the Company) and delivers this to the Company with the booking form

12.2 The Company reserves the right not to accept the booking as regards any member of the Party if the information disclosed on the medical form means in the Company's reasonable opinion that such member is not suitable to join the Expedition

12.3 Where any member of the Party is taking a course of medical treatment at the time of the Scheduled Departure Date or has a condition which may require treatment during the Expedition then (other than in respect of members under the age of 18 who are not accompanied by their parents or guardians) that member is responsible for providing and administering all drugs or other courses of treatment which may be required

13. **Passports/Visa/Vaccinations**

Details of all requirements regarding passports, visas and vaccinations are contained in the Expedition Itinerary. If the Company is made aware of any changes to these requirements the Company will endeavour to give details of those changes to the Client as soon as possible. However, each member of the Party is responsible for checking the passport, visa and vaccination requirements which apply at the Scheduled Departure Date and that he or she has complied with those requirements

14. **Complaints**

If a member of the Party has a complaint over any issue during the Expedition then details of such complaint must be notified to a tour leader who will endeavour to resolve the problem. If any member of the Party wishes to pursue that complaint or complain over any other issue then he or she must write to the Company within 21 days following return from the Expedition. If despite our best efforts you feel that your complaint has not been settled satisfactorily we recommend it is referred for arbitration under the ABTOT Dispute Settlement Services Limited. An independent arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from ABTOT, Tower 42, Old Broad Street, London, EC2N 1HQ, or from the website www.abtot.com

15. **Your Financial Protection**

When you buy an ATOL protected air holiday package from Smaug Abroad Ltd you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 5642. 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

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

16. **Governing Law**

These terms and conditions are subject to English law and both the Company and the Client agree to submit to the jurisdiction of the English courts.