

Your agreement with the Slovak Wildlife Society

Please read these Terms & Conditions carefully before booking to take part in a conservation programme with us. Once a completed booking form has been accepted in writing by SWS ("the organisers") all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these Terms & Conditions. If you have any questions about them please do not hesitate to contact us.

"SWS" means the Slovak Wildlife Society, Belanska 574/6, Liptovsky Hradok 033 01, Slovakia.

1. Agreement

Agreement on the basis of these Terms & Conditions arises upon the fulfilment of all of the following: receipt by the organisers of a properly completed booking form accompanied by the payment or deposit specified; clearance of the payment or deposit into the organisers' bank account; acceptance by the organisers in writing.

The organisers reserve the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and the organisers will return any payment accompanying the booking.

The agreement is between the organisers and the client(s) and is the sole agreement between those parties. No variation of these Terms & Conditions shall be applicable unless agreed in writing by the organisers before the relevant conservation programme.

The agreement is governed by English law.

2. Payment

In order for you to book a conservation programme we need to receive a non-refundable deposit of €300 per person. You will be sent an email approximately 8 weeks prior to the conservation programme start date prompting you to pay the remaining cost. Email is not guaranteed to be delivered, so it is the client's ultimate responsibility to check when

payments are required.

The balance of payment as specified on the booking must be paid in full at least 6 weeks prior to the commencement of your conservation programme. If not so paid, the organisers reserve the right to treat the agreement as cancelled by the client(s) and the client(s) will forfeit their deposit.

Full payment is required for a conservation programme that is due to start in 8 weeks or less. No deposit is taken in this case, and the full amount is payable at the time of booking.

3. Prices

Whilst every effort is made to limit prices to those given in the booking, the organisers reserve the right to alter prices should its costs in running a conservation programme increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport, materials and services as well as currency exchange rates, booking rates).

In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price.

In the event of the price being thus increased by 15% or more the client may opt to cancel the booking and will then be entitled to a refund of all monies paid.

4. Cancellation by client(s)

If the booking is cancelled by the client(s) (for any reason) the following cancellation charge will arise:

- Cancellation more than 8 weeks before the conservation programme: 100% of deposit payable, but any final payment made will be refunded.
- Cancellation less than 8 weeks before the conservation programme: 100% of fee payable i.e. no refund.

The client acknowledges that it is reasonable for such penalties to arise, given the need for organisers to make preparations for a conservation programme substantially in advance of it taking place. We advise you to check your insurance policy as you may be entitled to make a claim to cover your lost deposit and / or part of the cancellation charges.

Cancellation must be in writing and will take effect from the date it is received by the organisers.

5. Date changes

Should a client wish to change the dates of their conservation programme, where there is a place available, an administration fee of €30 will be charged to transfer.

6. Variation by the organisers

A conservation programme is, by its very nature, exposed to natural variables, including the weather and wildlife behaviour. Whilst every reasonable effort is made to deal with (indeed to learn from) such contingencies there may be occasions when the organisers, through no fault of their own, are forced to vary or modify a conservation programme itinerary at short notice or decide to do so in order to take advantage of natural circumstances. The client acknowledges that information about conservation programme provided by the organisers is given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify a conservation programme and that in such circumstances it is not reasonable for the organisers to be liable for any losses consequential on such a change and that the organisers' liability is limited accordingly.

In the unlikely event that a conservation programme has to be cancelled for whatever reason by the organisers you will be notified immediately and all monies paid will be refunded. However, if the cancellation is due to force majeure, we will not give you any compensation for the cancellation and you should check your insurance. We do not accept liability for any loss arising from cancellations including non-refundable or penalty-carrying airline tickets, special clothing and equipment, visa, passport and vaccination fees, or other expenses related to the conservation programme. Please note that it is your responsibility to protect yourself against airline and travel agency cancellation to and from the meeting point by taking out appropriate travel insurance.

We reserve the right to cancel any conservation programme with insufficient bookings to make it economically viable.

7. Conduct

The client(s) acknowledge(s) that during a conservation programme he / she is required to submit to the reasonable instructions and leadership of the organisers, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of the organisers. The client(s) acknowledge(s) that persons attending a conservation programme are entitled to expect a high standard of conduct and regard for personal well being on the part of all clients.

For this reason the client(s) accept(s) that the organisers may, in its absolute discretion and without the need to give reasons, arrange for him / her to be removed from a conservation programme or confined to the accommodation base, if necessary against his / her will. Circumstances in which this might occur include (without limitation) if, in the opinion of the leader, the actions of that individual put his / her own health and safety at risk, or jeopardise the safety, enjoyment or welfare of other clients or of the organisers, or jeopardise the conservation programme's aims and objectives, or put the welfare of wildlife or habitats at risk. In such circumstances the client will not be entitled to a refund of monies and the organisers will not be liable for any losses so resulting. The client will on demand reimburse the organisers its reasonable costs of effecting his / her removal.

8. Liability

Conservation programmes take place in the open countryside and are by their very nature not absolutely free from hazard. The organisers make every effort to minimise risk to clients and instructs clients in the safe negotiation of such risk as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without the organisers being at fault and accepts that to that extent he / she is taking part in a conservation programme at his / her own risk.

The organisers only accept liability for physical injury to a client that is shown to result from negligence on the part of the organisers.

The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and harm caused other than by the negligence of the organisers) howsoever arising is not the responsibility of the organisers and that the organisers' liability is hereby limited.

9. Complaints

In the unlikely event that a client has cause for complaint about a conservation programme, complaint should be made to a representative of the organisers during the conservation programme, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a conservation programme but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law the organisers will not be liable in respect of claims first intimated later than 28 days from the end of the relevant conservation programme.

10. Travel documents and insurance

The client is solely responsible, where necessary, for ensuring that he / she has all necessary valid travel documents. By signing the appropriate joining form or submitting it online you agree to participate in the conservation programme's activities at your own risk and to ensure that you have adequate travel insurance to cover all normal travel risks and the activities detailed in information about the conservation programme provided by the organisers.

11. Consent Form

The client acknowledges that they must sign and complete a Booking & Consent Form, which must be returned to the organisers prior to joining the conservation programme. The Booking & Consent Form is downloadable from the organiser's website. The client will be reminded to complete and return the form if they have not already done so when they have paid in full for their conservation programme.

12. Inclusions and exclusions

The organisers will provide all the arrangements and services as detailed below within the purchase price of the conservation programme. The published price of the conservation programme specifically and only includes all in-country travel from and back to the meeting point, all accommodation during the conservation programme, all meals and provisions, access to specialist research equipment, the services of local researchers and helpers, the services of the leader, any other services or goods specifically mentioned in information about the conservation programme provided by the organisers. It is the responsibility of each client to make his / her own way to the meeting point in time for the advertised meeting date and time. You will be expected to be punctual and the organisers do not accept liability for any loss arising from failure to arrive at the meeting point on time.

13. Experience and fitness required

No special skills (biological or otherwise) are required other than the ability to communicate in English. However, clients should be prepared to walk 10–20 km per day in hilly to mountainous terrain, sometimes on steep slopes. In winter months, snow, ice and sub-zero temperatures are likely to be encountered. It is the responsibility of each client to have their fitness and physical condition checked by a medical and dental professional prior to departure. If you have an existing or previous illness / disability, which could affect your mental or physical condition during the conservation programme you must consult your doctor about your suitability to join the conservation programme and inform the organisers. If in the opinion of the leader the health of a team member is at risk, the leader is entitled to authorise immediate evacuation and repatriation, and the organisers will be entitled to recover any costs incurred.

14. Equipment

All communal and group equipment such as research, navigation and communication tools, medical kit, etc. will be provided by the organisers. You will receive full training for any specialised equipment you are likely to use. You will need to provide your own clothing and personal equipment. A detailed list of personal clothing and equipment required or recommended will be sent to you following receipt of full payment and prior to the start of the conservation programme. Damage or loss to any equipment belonging to the organisers

caused by carelessness, negligence or improper use will be charged appropriately and reasonably to the person responsible for the loss or damage. Depending on the circumstances you may be able to recover this loss from your travel insurance.

15. Subsequent instructions by client(s)

Although, as stipulated above, all conservation programmes are run by experienced and capable leaders, it is not intended that any instruction provided to any client(s) while on a conservation programme will in any way qualify that / those client(s) to instruct any third party and no warranty is made to that effect. The organisers hereby exclude any liability they might have to any third party in respect of any loss or damage suffered or incurred by that third party in its reliance on any skills taught by any client(s) on the basis of having attended any of the organisers' conservation programmes.

16. Transport

Conservation programmes involve use of public and private means of transport (cars, trains, buses, etc.). By booking you accept that, except for death or injury caused by the negligence of the organisers, the organisers cannot be liable for any discomfort, injury, illness, injury or death sustained whilst using any mode of transport, nor for any losses or damage to your property. The organisers shall have the benefit of any protection given to the carrier by the carrier's Terms & Conditions of carriage as though those Terms & Conditions were incorporated into these Terms & Conditions. We may also ask you to drive vehicles and / or support the conservation programme by using your own vehicle to transport yourself and other clients. By booking on the conservation programme you agree that you will: drive any vehicle in a safe and responsible manner, as if it was your own, and not engage in any unsafe driving; not operate the vehicle in an unsafe and negligent manner and shall at all times while operating the vehicle observe posted speed limits and obey all rules and regulations with respect to operation of a motor vehicle; be responsible for all costs incurred due to traffic offences while the vehicle is under your control; not allow passengers to ride anywhere other than in the interior or loading platform of the vehicle except where this is explicitly required for a research activity and then only in a safe manner; not use the vehicle for any illegal purpose; not permit the vehicle to be operated by any other person not authorised to drive by the organisers; at no time operate the vehicle whilst under the influence of alcohol or drugs. By booking on the conservation programme you also fully

indemnify the organisers for any and all loss of or damage to the vehicle and any injury or death to its passengers (including you) or loss and damage to the property of its passengers (including you) whether caused by collision, fire, flood, vandalism, theft or any other cause.

17. Changes to this agreement

The organisers reserve the right to update the Terms & Conditions at any time, without notice.