



[www.dolphinandwhaleconnection.com](http://www.dolphinandwhaleconnection.com)

The Dolphin & Whale Connection, 111 Carden Hill, Brighton BN1 8DA  
Tel: 01273 882778 Email: [info@dolphinandwhaleconnection.com](mailto:info@dolphinandwhaleconnection.com)

### **1. CANCELLATIONS**

The deposit is non-refundable in all cases. If there have been unusual circumstances such as airline disruption, personal illness etc., we are happy to consider transfer of the deposit to a subsequent date in the future. In the eventuality of any cancellation from you, which must be notified to The Dolphin and Whale Connection in writing, our policy is as follows:

- If you cancel before the final balance is due, 56 days prior to departure you will only lose the deposit.
- If you cancel after you have paid the final balance we cannot give any refunds, so we recommend you take out adequate travel insurance. This policy is in accordance with policies of our accommodation and boat charter contracts.
- The cancellation charge can be reduced to 25% of the total cost of the trip if we can fill the place. If you refer someone to fill your place, there will be no cancellation charge, only a £50 adjustment fee.

### **2. TRAVEL AND ACCIDENT INSURANCE**

It is an essential requirement of this holiday that you have adequate travel and accident insurance. This needs to cover any cancellation by you or forces beyond your control that prevent you from traveling. You can also pay by credit card which offers some protection.

### **3. YOUR FINANCIAL SECURITY**

You can pay by credit card or MasterCard and there will be a 2% charge. There is no charge for payment by debit card. This can be done over the phone. If you wish to pay by cheque or bank transfer there will be no processing fee. Your money will be protected in the following way. The Dolphin and Whale Connection operates a trust account, meeting the UK and EC regulations regarding travel and package holidays, providing 100% financial security to customers. This means the balance of your money paid to us is held in a trust and is not released to The Dolphin and Whale Connection until the holiday has finished. Your payment, less the non-refundable deposit, would be refunded to you in the unlikely event of us withdrawing our services or solvency and we were unable to fulfil our contractual obligation to supply your holiday. The preparation of this trust has been overseen by our solicitor who specializes in legalities concerning tour operators and adventure travel. Also our membership to federation of small businesses offers some guidelines and affiliation to methods of financial protection.

**EURO EXCHANGE.** If the pound falls below the euro we would have to levy a small supplement charge as the exchange rate has been fluctuating dramatically.

#### **4. ACCOMMODATION**

A high priority is given to providing the best standards of comfort and cleanliness, with clean linen and towels provided. We endeavour to provide arrangements that follow the requests of our guests. Single rooms incur a supplement. The accommodation is subject to availability at the time of booking and will be discussed with you in detail.

#### **5. OUR RESPONSIBILITY FOR YOUR HOLIDAY**

We accept responsibility for ensuring that all component parts of your holiday are supplied to you as confirmed by us to you in travel details and that the services offered are a reasonable standard. If there is anything which you consider needs repairing or changing, or is not to your satisfaction, please notify us immediately and we will ensure the hotel responds to remedy the situation within 24hours.

If your holiday gets disrupted due to bad weather or any *force majeure* or airline disruption we will do everything we can to work around this. We will try to offer you a replacement boat trip at a different time or organise alternative transfer arrangements. This will be subject to availability. However The Dolphin and Whale Connection and our suppliers are not responsible for refunds or making alternative arrangements in these circumstances and compensation should be sought from your insurance.

#### **6. TRANSPORT**

The Dolphin and Whale Connection will arrange airport and boat transfers. Your transfer from the airport will be booked and prepaid based on the arrival and departure times you give us. If you miss these transfers, you are responsible to pay any extra costs incurred as a result and we will assist you to make alternative plans wherever possible. Any costs incurred from delays, cancellations or lost luggage caused by the airline are NOT the responsibility of The Dolphin and Whale Connection. You will need to claim compensation directly from the airline or your insurance in this instance. We use local providers who we have always found to be safe and efficient. If you have any cause for concern about the driving or the vehicle condition, please stop the driver and contact us and we will arrange an alternative transfer.

#### **7. MEDICAL ISSUES, SAFETY and AQUATIC ABILITIES**

The Dolphin and Whale Connection, together with the dolphin and whale watch operators have very structured procedures and regulations to ensure maximum safety in the boats and in the water. It is wholly your responsibility to indicate upon booking, the degree of competence and experience you have in the open water and understanding of the different types of boats we offer.

**If you are swimming with dolphins**, the level of your fitness, agility, swimming and snorkelling skills will determine the standard of your encounters with the dolphins in the water. We will assess your ability and advise how and when you may enter the water. If we have any concern about your wellbeing and health and think that you may put yourself and others at risk in the open sea we reserve the right to refuse your participation in the swim activities. In all cases, the tour operators' decision is final. We recommend you improve your skills and level of fitness before the tour to ensure fulfilling encounters.

**Medical issues for all activity holidays:** It is imperative that you complete the medical form and inform us of any health condition whatsoever (physical or emotional) which could affect your

participation in your holiday activities. If you or any member of your party has any medical problem or disability or any health or fitness concerns which may affect your holiday or your participation in any activity or has any special requirements as a result of any medical condition or disability, please give us full details before you confirm your booking so that we can assist you in considering the suitability of the arrangements. In any event, you must give us full details in writing at the time of booking via our medical form. You must also advise us as soon as possible of any change in any disability or medical condition or your health or fitness which may affect your holiday, or which develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or their health/fitness/disability/medical condition changes/deteriorates, cancel when we become aware of these details. In such cases, we will provide full written confirmation to assist with any insurance claim to recoup cancellation costs as detailed in Section 1 of these terms and conditions.

## **8. COMPLAINTS**

If you have any complaint regarding the services of The Dolphin and Whale Connection, the procedure is as follows:

Report it immediately to one of our representatives and we will do our best to resolve the situation while still on holiday. In the unlikely event that your complaint remains unresolved, it is a condition of this contract that you complete a written report explaining the exact nature of the problem, signed by yourself and a Dolphin and Whale Connection representative. You should then notify The Dolphin and Whale Connection within 15 days of your return so that we may investigate the matter further if we are unable to settle the matter amicably while on holiday.

## **9. PERSONAL CONDUCT**

All clients undertake to behave with propriety and in such a manner as in no way to cause or be likely to cause damage, distress, danger or annoyance to other clients, property and/or any third party. The contract of any client in breach of this clause will be terminated and neither we, nor the providers of the services in question will have any further contractual obligations to you. In addition, we will not make any refund or pay any compensation. The accommodation provided is only for use by customers shown on your confirmation invoice as confirmed by us. Use by any unauthorised persons is strictly prohibited. You will be responsible for and must indemnify us in respect of any expenses, damages, costs, claim or any other sum whatever which we suffer or incur as a result of the above. We are not responsible for the personal conduct of persons staying or visiting your hotel accommodation and we are not responsible for any withdrawal or impairment of services or other loss or damage caused by them.

We also reserve the right to terminate a contract for anti-social, offensive or disruptive behaviour with no obligation to refund or pay any compensation. If you choose to leave the group holiday because you find it unsuitable, you can leave. You will not receive a refund and there will be no further obligation to us or our suppliers.

## **10. VISAS and PASSPORTS**

You must ensure that all your travel documents, full passports and visas are in order

***Please sign the booking form to confirm you have read and agreed to these terms and conditions***

***Thank you***