



BOOKING CONDITIONS

Your photography tour booking is with Will Gray Photography of Barnes Cottage, Main Street, Sibford Gower, Oxfordshire OX15 5RT, United Kingdom ("Will Gray Photography", "we", "our" or "us").

A These Booking Conditions, along with our privacy policy (which you can find at www.willgrayphotography.co.uk/privacy-policy) and booking confirmation/invoice form the basis of your contract with us ("the contract"). In these booking conditions, "you" and "your" means the lead name (who must be aged 18 or over) and all persons named on the booking (including anyone who is added or substituted at a later date). The lead name is responsible for the administration of the booking and must be authorised to make the booking (and any amendments) on behalf of all the persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made.

The lead name shall be liable for:

- (i) the full payment of any deposits and balances to us; and
- (ii) the payment of any amendment fees or cancellation charges; and
- (iii) confirming all passenger details to us; and
- (iv) the passing on to all persons in the booking of any and all information issued by us including, without limitation, the contract.

Before making a booking with us, you must ensure you have read and understood the booking conditions and, by asking us to confirm your booking/trip, you are regarded as having read, understood and agreed to the contract.

Except where otherwise stated, these booking conditions only apply to arrangements which you book with us in the UK and which we agree to make, provide or perform as part of our contract with you. All references in these booking conditions to "holiday", "tour", "booking", "contract" or "arrangements" mean any and all such holiday/tour arrangements, unless otherwise stated.

Any reference to an EU regulation in these booking conditions should be taken to mean the UK legislation which replaces (or has replaced) that EU regulation and/or any EU regulation which continues to have effect in the UK as a result of being incorporated into UK law (in all cases referred to as 'retained EU law'). Changes to retained EU law are likely to be made over time. Reference to any EU regulation in these booking conditions is intended to refer to the relevant retained EU law at the applicable time.

The Package Travel and Linked Travel Arrangements Regulations 2018 will apply to your contract. For more information on your rights under these regulations please see the link <https://www.legislation.gov.uk/uksi/2018/634/contents>.

B To contact us, telephone: 0737 838 4692, or email: will.gray@me.com. We shall contact you, via the lead name on the booking, by email and/or phone (mobile).

KEY POINTS

We will issue a booking confirmation once you have provided all required information and paid a deposit. If you then cancel, additional cancellation charges will be applicable, depending on how much notice you give us prior to your planned departure date, in addition to you forfeiting the deposit that you have paid. The cancellation charges may go up to 100% of your total booking cost. See Clause 4 (Cancellation & Variation by You) for further information.

You can make changes to and/or transfer your booking in certain circumstances, but charges may apply. We may also, on rare occasions, change or cancel your booking with us – see clause 5 (Cancellation & Variation by Us) for further information.

Your booking with us does not include international flights. We recommend you arrange these with an agent or supplier that provides you with financial protection under an Air Travel Organisers Licence (ATOL) issued by the Civil Aviation Authority (CAA).

It is a condition of booking with us that you obtain sufficient and adequate travel insurance for your holiday, effective from the time you make your booking with us (see 13 for further details). In Namibia, our ground handler, Namibia Car Rental, provides emergency medical evacuation (this covers transport to primary medical centre and admission, after which your personal travel medical insurance takes over) and passenger liability.

1. BOOKING

All information contained on our website or in other advertising material is, to the best of our knowledge or belief, correct at the time of printing or publication. Whilst every effort is made to ensure the accuracy of the website, brochures, quotations and prices at the time of publication/printing or when they are provided to you, regrettably errors may occasionally occur and information may subsequently change. You must therefore ensure that you check all details of your chosen holiday (including the price) with us at the time of booking.

You must advise us prior to booking if you have a special request or if you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your holiday (including any which affect the booking process). See clause 14 (Special Requests, Medical Conditions, Disabilities & Reduced Mobility).

When you confirm you wish to proceed with a booking you will be required to pay as a minimum, a deposit. The required deposit will be detailed in your holiday quotation and/or advised at the time of booking. In some circumstances, you may be required to make full payment for the holiday at the time of booking.

A binding contract comes into existence once we issue our confirmation/invoice to the lead name. We will not confirm your booking and any payments made will be refunded if we cannot accept or confirm your booking.

Please check the booking confirmation/invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

2. PAYMENT

We hold your deposit (and any additional payment required at the time of booking) towards the full cost of the holiday. The remaining balance due must be received by us no later than the final payment due date shown on your booking confirmation/invoice. If you do not pay the balance in full and on time, we are entitled to assume that you wish to cancel your booking. Cancellation charges will apply as set out in clause 4 (Cancellation & Variation by You).

We prefer payment by bank transfer (BACS) and will send you an invoice for the holiday with our bank account details.

3. YOUR HOLIDAY PRICE

- a) Prior to booking you will receive a detailed written or verbal quote based on your specific holiday requirements and travel dates.
- b) We reserve the right to make changes to and correct errors in prices at any time before your booking is confirmed.
- c) If we are unable to confirm specific elements of your holiday at the time of booking, for example a particular accommodation, we will notify you of this and confirm the applicable price once this is confirmed. If you do not wish to accept the corrected and actual price of the holiday, we will cancel the booking and provide a full refund of any monies you have already paid (except for any amendment charges). Alternatively, you may amend your booking or select an alternative holiday at the applicable and correct price.
- d) Prices confirmed at the time of booking are based on the currency exchange rates available at the time, any apparent change in the exchange rate will not impact the price of your holiday.

NO SURCHARGE GUARANTEE

Subject to these conditions, once we have confirmed your booking, the price is fully guaranteed and will not be subject to any additional 'surcharges', which means any increase due to changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties, including tourist taxes, landing taxes or embarkation or disembarkation fees at port and airports or exchange rates. Similarly, in order to offer this guarantee, no refund will be due as a result of any downward price revision.

4. CANCELLATION & VARIATION BY YOU

Cancellation by You

You may cancel your confirmed booking at any time before departure. If you want to cancel your booking after we have confirmed it, or if you fail to pay the full cost of the holiday by the balance due date, you will be liable to pay the charges detailed below, in addition to be liable for any non-refundable items*. In the case of your failure to pay the balance by the balance due date, the cancellation costs and charges will be calculated at the date that we treat your booking as cancelled. Written notification of any cancellation should be communicated by the lead name and must be sent to us in writing by email to will.gray@me.com. The cancellation charge will be calculated according to the date notice is received by us, or the date upon which your cancellation is treated as occurring because of non-payment.

*Non-refundable holiday costs charged for at the time of booking include, without limitation, the deposit paid on your booking. Additional accommodation costs for reduced occupancy or other chargeable extras such as, without limitation, minibus, excursions, tours and other transportation tickets may be payable in the event that one or more passengers cancels but where remaining passengers still wish to travel.

The cancellation charges below shall be payable in addition to the non-refundable costs and shall be applied to the remainder of the holiday cost.

Note: If your cancellation falls within the provisions of your travel insurance policy you may be able to make a claim which must be made direct to your insurance company.

Cancellation Charges:

Standard cancellation terms	Up to balance due date: deposit	After balance due date: 100%
-----------------------------	---------------------------------	------------------------------

Variation by You

Booking transfer: You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee of £50, must be paid before the transfer can be affected *.

* If you are unable to travel, you may wish to check whether cover is provided for your cancellation within the terms of your travel insurance policy as this may incur less cost to you.

While on holiday: If you decide to cut short your holiday for your own reasons; or choose not to stay at accommodation that has been booked for you, or not take any pre-booked meals, excursions or other holiday components, then we are unable to offer you any refund or cover any costs. Depending on the circumstances, your travel insurance may offer cover for such curtailment by you, so we suggest that you check the conditions and requirements of your policy.

5. CANCELLATION & VARIATION BY US

(1) Changes and cancellations to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted. Where we have to do so, clauses 5(4) and 5(5) below will apply.

(2) Please note that this holiday is to a remote part of the world, which means that changes sometimes have to be made at short notice and in booking this holiday you are taken to accept that the confirmed itinerary is not contractually binding, whilst every effort will be made to fulfil this, changes may be made.

(3) Minimum Numbers - this holiday requires a minimum number of participants to enable us to operate it. If the minimum number of bookings required has not been received, we are entitled to cancel your holiday and will notify you prior to the final balance due payment date. We are not obliged to cancel if we do not achieve this minimum number of bookings. Where we cancel for this reason, we are not responsible for any costs you may have incurred, including costs of other travel arrangements made in association with the cancelled holiday. We are happy to give you an indication at any time of the current number of passengers booked on a trip, but this should not be taken as any

guarantee of the size of the group or whether the holiday will or will not go ahead as booking numbers can fluctuate.

(4) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(5) If you choose to cancel your booking in accordance with clause 5(4), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminate your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 6 – Unavoidable & Extraordinary Circumstances).

(6) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 6) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 5(3). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see clause 5(5)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 4 (Cancellation & Variation by you) will apply.

(7) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 5(6) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your holiday arrangements but may instead affect your ability to travel.

(8) In the event that unavoidable and extraordinary circumstances (see clause 6) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the

contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 5(5) above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

(9) If we have to make a significant change to your booking or we cancel as referred to in clause 5 (5) we will pay you compensation as detailed below, except where any significant change is due to unavoidable and extraordinary circumstances.

More than 60 days before departure: Nil	60-22 days: £20	21-15 days: £30	14-8 days: £40	7-0 days: £50
--	--------------------	--------------------	-------------------	------------------

6. UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation, reimburse expenses, or cover losses where the performance of our obligations under our contract with you is prevented or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, fire, flood, an outbreak of a serious illness at your holiday destination, severe adverse weather conditions, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or third party and any volcanic activity. Unavoidable and extraordinary circumstances also include the covid-19 pandemic and its impact on travel. When we refer to the covid-19 pandemic in these booking conditions, we mean the pandemic resulting from the illness or disease caused by the novel coronavirus which is now called severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any mutations or variants of the same and/or any other coronavirus (and its mutations and variants) which is treated as part of the same pandemic and/or another pandemic however described.

7. OTHER CIRCUMSTANCES BEYOND OUR CONTROL

Overbookings

We do not control the day-to-day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort, we or our supplier will endeavour to provide accommodation of at least the same standard in the same resort area. This would usually be an insignificant change (see clause 5 (2) - Cancellation & Variation by Us)). If only accommodation of a lower standard is available, we will refund the difference of the holiday price between the accommodation booked and that available and will pay up to £50 per person for any inconvenience.

Excursions and activities

Worldwide weather patterns are becoming ever more erratic and unpredictable. If it is not possible to operate activities or other excursions, the local providers will endeavour to offer alternatives if this is possible. Other weather factors can also dictate whether certain activities can operate. Such circumstances are totally unpredictable and totally beyond our control.

Public Holidays, Sporting & Local Events

In addition to public holidays, many countries host other national or international events or there may be local festivals, which may impact on local/tourist services or travel arrangements, including the reduction or closure of facilities, route diversions, etc. during your visit. We have no control over these events and, as dates and details of arrangements are often changeable year on year, it is not possible for us to guarantee to forewarn you of any specific details that may be relevant to your holiday or accept any responsibility for any disruption that may be caused. During public holidays, shops, restaurants and tourist attractions may also be closed.

Third-Party Information & Websites

Your booking is based on the information supplied to you by us. We understand you may conduct additional research into your holiday through other third parties and associated websites but, as we have no control over such information, any such information does not form any basis of our contract with you.

WiFi

Where the provision of Wi-Fi may be indicated in a property description, we cannot guarantee it will be operative during your holiday. Some properties may charge for this service and the areas where it is available may be limited, it may not be included within guest rooms. Where WiFi is not available for any reason, we will not pay any compensation or refunds.

Dietary Requests & Allergies

Even nowadays, in some destinations, basic well known dietary requirements (such as vegetarian, gluten free, etc.) are often misunderstood and seldom catered for adequately, despite the best intentions and assurances from hoteliers and restaurateurs. We cannot accept detailed lists of specific dietary or food preparation requests and are unable to accept any other requests (e.g. personal preferences) that are not for medical or religious reasons. While we are happy to pass on any such requests, we cannot guarantee that they will be fulfilled, nor can we guarantee choice or availability. It is your responsibility to double check and reconfirm any allergy or dietary requirements directly with the various holiday accommodation and other suppliers prior to travel and once in destination. See also clause 14 (Special Requests, Medical Conditions, Disabilities & Reduced Mobility).

Guides & Wildlife

We reserve the right to substitute any named guide, guest lecturer or other escort with an alternative suitably qualified person and, in this event, this will not be deemed as a significant change to your arrangements and/or booking. In addition, it is not possible to guarantee sightings of any wildlife, or any natural phenomena.

Subject to clause 11 (Our Liability to You), certain holidays involve risks and hazards of travel to and in remote and/or uninhabited areas where injury, illness, death, delay, or unanticipated events may occur as a result of forces of nature, wildlife and adverse weather conditions. Medical services or facilities may not be readily available or accessible in some parts, and the medical facilities that do exist could be of inferior quality compared to what is available in the UK. In remote regions risks may include but are not limited to: mechanical breakdown of expedition vehicle(s); becoming stranded in remote and/or uninhabited areas; being subjected to rugged terrain and a harsh climate; encounters with wild animals, insects and pests, and the possibility of illness, injury or death from the uncontrollable and unpredictable behaviour of wild animals in their natural habitat; the possibility of not seeing certain animals; and dangerous weather and climate conditions.

8. FOREIGN COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) - TRAVEL ADVICE, HEALTH, VISAS & DOCUMENTS

- a) Ensuring that you have a valid passport and visa (if required) - or any other immigration and/or travel requirements including, without limitation, inoculations and health certificates specific to the destination to which you are travelling - are your responsibility and you should check the requirements for the relevant country(ies) to, or through which you are intending to travel before booking. Any and all associated costs in this respect, are your responsibility. We do not accept any responsibility or liability if you cannot travel because you have not complied with any passport, visa, health or immigration requirements.
- b) Essential information for British citizens (only), including health, passport and visa requirements along with up- to-date FCDO travel, safety and security advice can be obtained from www.gov.uk/travelaware. We also strongly recommend that you sign up for the latest email updates as travel and safety information can change at any point, without notice.
- c) If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country or countries to, or through which, you are intending to travel and consult the relevant authority for the latest travel and safety advice for the destinations you are visiting.
- d) We recommend that you consult your doctor well in advance of travel for the latest advice on inoculations and health certificates. You can also obtain the latest health information ahead of travel by visiting the National Travel Health Network and Centre (NaTHNac) website <https://www.travelhealthpro.org.uk>.

9. SPECIAL CIRCUMSTANCES

Our tours are not designed for party members to undertake special projects or research whether in connection with study, employment or otherwise. We cannot accept any liability for any loss or damage associated with or arising out of such use or planned use, nor for any loss or damage which has special financial consequences. If you do intend to use one of our tours for any such purpose(s) you should obtain full and adequate insurance in respect of it and for any special equipment you may decide to bring with you on such tours.

10. HOLIDAY PARTICIPATION & CONDUCT

It is a condition of participation in one of our holidays that you agree to accept the authority and decisions of our tour leaders and guides whilst on holiday with us. If in the opinion of such a person your health or conduct at any time, before or after departure, appears likely to endanger the safe, comfortable, quiet enjoyment or happy progress of a holiday, you may be excluded from all or part of the tour and/or we may consider your holiday as having been terminated by you. In this event, any additional costs incurred by you as a result of such exclusion and/or termination will be your responsibility. In case of ill health, you should obtain full and adequate insurance for your holiday in order to cover any medical and repatriation costs and we reserve the right to recover any costs from you that we may incur in making any such arrangements of your behalf, or as we see fit.

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. If any damage is caused to the accommodation in which you are staying (or other supplier property), you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held

responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

11. OUR LIABILITY TO YOU

We make every effort to ensure that the holiday arrangements we have agreed to provide and perform as part of our contract with you are provided and performed with reasonable skill and care.

We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our agents or suppliers in providing and performing your holiday arrangements. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction. Please see www.willgrayphotography.co.uk/insurance for our certificate of public liability insurance.

We will not be responsible for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from:

- (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; and/or
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday; and/or
- (c) unavoidable or extraordinary circumstances.
- (d) the use of our services for special projects or research whether in connection with study, employment or otherwise.

We cannot accept responsibility for any services which do not form part of our contract with you. This includes, without limitation:

- (a) any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised or agreed as forming part of your contract with us (including, without limitation, any flights and/or additional accommodation that do not form part of our contract with you); and
- (b) any activity, tour or excursion you purchase in resort.

We cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees, or where we are responsible for them, our suppliers or (3) arises out of use of our services for special projects or research whether in connection with study, employment or otherwise or (4) is connected with any business (including any loss of earnings incurred by any client who is self-employed).

Overseas Safety Standards

It is the local laws and regulations of the country in which your claim or complaint occurred which will be used as the basis for deciding whether the services in question had been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. Please note, it is your responsibility to show that reasonable skill and care had not been used if you wish to make a claim against us. Also bear in mind that standards of safety, hygiene, and/or quality may vary and, as such, the services and transport included in your tour may differ to the more stringent standards of the UK or your home country.

12. TRAVEL DELAYS & CARRIAGE BY AIR

Should delays due to weather conditions disrupt your itinerary, additional costs may be incurred and these would be your responsibility. You will be assisted by the airlines in accordance with the airlines' policy on delay. We cannot accept liability for any delay which is due to unavoidable or extraordinary circumstances, or in the event you or anyone in your booking is disruptive, or anyone of the passengers on the flight are disruptive or fails to check in or board a flight on time.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances (including the airport of departure and/or return of the flight and whether you are flying with a UK or EU airline), the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under Regulation EC 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 ('UK Denied Boarding Regulations')). You must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation and/or any other payment due to you where applicable. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the UK Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the UK Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the UK Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with its obligations under the UK Denied Boarding Regulations, where applicable, you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk/passengers/resolving-travel-problems for further details.

Where long flight delays result in lost holiday time, we are unable to offer any refunds for unused accommodation or other services as reimbursement will not be made by our suppliers in these circumstances, and hotel rooms are held for delayed arrivals and not re-let. We strongly recommend you have adequate insurance provisions in place to fully cover such eventualities.

13. INSURANCE

It is a condition of booking with us that you obtain sufficient and adequate travel insurance for your holiday, effective from the time you make your booking with us. It is your responsibility to ensure that you have suitable adequate alternative travel insurance cover in place, and be satisfied that this fully covers your own personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you travel without adequate and suitable insurance cover, we will not be liable for any losses or costs whatsoever that may arise as a result of your failure to do so. The cost of repatriation, medical and other treatment overseas can be extremely high and we are unable to assist in meeting any such costs. Most travel insurance policies do not cover activities which the insurers consider to be hazardous or risk activities. If you intend to take part in any such activities, you must obtain appropriate specialist insurance cover.

14. SPECIAL REQUESTS, MEDICAL CONDITIONS, DISABILITIES & REDUCED MOBILITY

If you or any member of your party have any special requests, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation/invoice or any other documentation is not confirmation that the request will be met. Unless and until expressly confirmed to you, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

This holiday may not be suitable for people with certain disabilities, medical or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your holiday (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability, reduced mobility or significant allergy which may affect your holiday develops after your booking has been confirmed.

We will advise our suppliers of any dietary request or allergy information you provide us with. However, you must take appropriate precautions to protect yourself whilst on holiday. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you order or purchase this.

15. COMPLAINTS & ASSISTANCE ON HOLIDAY

If you have any reason to be unhappy with any element of your holiday, we would ask you first to bring this to the attention of the person in charge of the relevant service, on the spot. It is essential that you do this to enable us to try and put matters right where possible. If a problem remains unresolved during your holiday, please follow this up after your return home, ideally within 28 days in writing to Will Gray Photography giving your booking reference and all other relevant information. We will reply to you within 28 days of receipt of your letter. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint while on holiday, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

If you're in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance without undue delay, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary distance

phone calls/emails. In the event that the difficulty is caused intentionally by you or one of your party, or as a result of the negligence of you or one of your party, then we may charge a reasonable fee for providing such assistance.

16. PROTECTING YOUR MONEY

When you buy an ATOL protected flight you should receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. Please also ensure you have adequate travel insurance, see 13.

17. DATA PROTECTION

We are committed to protecting your privacy and, as such, we comply with the Data Protection Act 2018 and follow strict procedures for controlling and/or processing personal data supplied by you during the booking process for the purposes of fulfilling the contract between us. Full details of our Privacy Policy can be found on our website at <https://www.willgrayphotography.co.uk/privacy-policy>

18. LAW AND JURISDICTION

Your contract with us will be governed by the law and jurisdiction of the English Courts unless you live in Scotland. If proceedings are brought in Scotland, you may choose to have your contract and any claim governed by the law of Scotland as applicable (but if you do not so choose, English law will apply).

Dated: 30 January 2026