

Booking Conditions

2016



VOYAGES & TRADITIONS ÉQUESTRES

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EQUUS JOURNEYS BOOKING CONDITIONS



In these conditions the expressions “Equus Journeys”, “we” and “us” mean Equus Journeys Limited, registered in England with company number 8954859.

TO MAKE A BOOKING AND YOUR CONTRACT WITH US

1. To make a booking you (or a parent or guardian if you are under 18) will need to complete and sign the Equus Journeys booking form and return it to us with a deposit equal to 30% of the holiday price or such other amount as is advised to you. If you are booking within 8 weeks of the start date of your holiday, the full holiday price must accompany the booking form. Alternatively you can complete our booking form online.
2. When we receive a completed booking form and your deposit (or, if appropriate, the full holiday price) we will issue and send you a confirmation invoice. Your contract with Equus Journeys comes into existence when such confirmation invoice is issued and dispatched by us.
3. The balance of the price for your holiday is due 8 weeks before the holiday start date and must be received by us not later than that date. If we do not receive the full price by that date, we reserve the right to treat the arrangements as cancelled by you and to apply the cancellation charges set out in paragraph 8a) below.
4. If you have any special diet or other requests please indicate these on the booking form. We will try and make suitable arrangements for you, although we cannot guarantee to be able to do so.
5. Any payments made by you to a travel agent appointed by us are at all times held by the travel agent on behalf of Equus Journeys.

ALTERATION / CANCELLATION / CURTAILMENT

By You:

6. Should you wish to make any changes to your holiday booking after it has been confirmed, the person who signed the relevant booking form or completed the online booking form must notify us. We will do our best to make the changes requested although we cannot guarantee to be able to do so. If we are able to make the changes, we will do so subject to payment of any increased costs and any cancellation or amendment charges imposed by our suppliers. We also reserve the right to charge a reasonable administration fee to cover our administrative costs, usually £50 per person. Where the requested change is to the date of your booking or to alter your booking to another ride, our ride operators and other suppliers are entitled to impose a cancellation charge equal to the amount that would be payable under paragraph 8a) if you had cancelled the booking on the date of the alteration request.
7. If, after your booking has been confirmed, you are unable to proceed with your holiday, you may transfer your booking to another person introduced by you, who fulfils any conditions of the holiday booked (including as to riding ability). To be entitled to make this transfer, you must notify us in writing that you are unable to proceed and of the name of the proposed transferee not less than 14 days before the holiday start date. You will be required to pay all costs and any charges incurred by us in making the transfer or imposed by suppliers of your holiday components as a result. You must also ensure that the transferee completes and signs a new booking form and delivers it to us before the holiday start date. Some travel arrangements, such as flight bookings at certain fares, cannot be altered or transferred and any alteration or transfer request will incur a 100% cancellation charge.
- 8a. You may cancel your booking with us at any time before the start date of your holiday providing the person who signed the relevant booking form notifies us in writing. The cancellation date will be the date written notice is actually received by us so you are advised to use recorded delivery. As we incur costs from the time you make your booking, ride departures are often confirmed and other bookings taken for the same date on the basis that there are a certain number of participants and we may not be able to resell your place, the following charges will be payable to Equus Journeys by the person making the cancellation. Charges are expressed as a percentage of the total holiday price excluding any amendment charges (which are non-refundable). They depend on the date we receive the cancellation notice: Days before departure written Notice is received:
Cancellation charge – up to 56 days: deposit
30 to 56 days: 50%
less than 30 days: 100%

Where we have sold you international air tickets, we will try to recoup, and will pay onto you, whatever we can in respect of cancelled air travel subject to a reasonable administration charge for our efforts. However cancellation charges for flights can be up to 100% at any time depending on the airline and type of fare booked.

- 8b. If, having started your holiday you decide not to use any of the services to be provided to you by us, you will not be entitled to any refund or compensation for the unused service.

By Equus Journeys:

9. The information and particulars included in the Equus Journeys brochure and in any information sheet or itinerary prepared by us have been carefully checked and great care is taken to ensure that such information and particulars are accurate when published. However arrangements and itineraries are often planned far in advance and changes can occur. We reserve the right to make changes to any published details, including any itinerary, at any time. If you contact us about a proposed booking and changes have been made to the published information, we will do our best to inform you of all such changes before your booking is confirmed. Once your booking has been confirmed we will try to ensure that the trip is run as booked but in very rare circumstances it may be necessary to make changes after confirmation. Any necessary changes will usually be minor but very occasionally we may have to make a ‘significant’ change. A ‘significant’ change is defined as: i) a change in dates of your holiday (where we have sold you air tickets for an international flight, this is a change in your flight departure or return time by more than 12 hours), ii) where we have arranged your international flight, a change to a different international airport (unless to an airport serving the same city) that is less convenient to you iii) a change to a materially lower standard of accommodation for the whole or a significant proportion of your trip or iv) a change to the whole or a significant proportion of your riding programme such that the programme is materially different from that booked. Where a significant change is made, we will notify you as soon as possible and, if there is time before departure, we will offer you three choices: i) to accept the change; ii) to cancel and (subject to paragraphs 12, 13 and 14 which apply where the change is necessary because of force majeure or low bookings) receive a full refund

(other than amendment charges paid); or iii) to book a substitute holiday with us provided that if the substitute is more expensive than the original, you pay the difference in cost and if the substitute is less expensive, the difference will be refunded to you. If you choose to cancel and receive a refund in these circumstances you will also be entitled to compensation as set out in paragraph 10. Our liability to you if significant changes are necessary is limited to offering you these choices and to compensation as set out in paragraph 10 if appropriate. Where it is necessary to make a minor change to your arrangements (i.e any change that is not a ‘significant’ change as described above) we will do our best to notify you but are not obliged to do so and you are not entitled to any refund or compensation as a result of any such minor change.

10. If, for some very unusual reason (other than any fault of yours, including non-payment by you of any money due) or as a result of ‘force majeure’ as defined in paragraph 12 (paragraph 13 then applies) or low bookings (paragraph 14 then applies), we are obliged to cancel your holiday, we will offer you a substitute holiday if one is available. If you book a substitute which is less expensive than the original, we will refund you the difference in price. If the substitute is more expensive, you must pay the difference. If you do not wish to book a substitute or we cannot offer you one, we will give you a full refund (other than amendment charges paid). You will also be entitled to cancellation compensation as follows:
Date of change / cancellation Compensation
56 days or more before commencement: nil
55 to 30 days before commencement: £30
less than 30 days before commencement: £50

11. Your booking is accepted by us on the understanding that you realise that the services provided on a riding holiday or safari are different to many other holiday services. Riding and horses are not always predictable. Elements outside our control such as weather, game, ground and other local conditions, may influence the pace and manner in which you can ride at any time and horses may perform better for some riders or in some conditions than others. You accept that descriptions of the riding provided to you are an indication of what is planned but are not contractually binding. Flexibility is always required. Final decisions as to the conduct of a trip may be affected by various factors, including those mentioned above and will be made in the interests of the group / riders as a whole. You also realise that the infrastructure and standards relating to travel, accommodation and safety in the place to which you are travelling may be lower than in the UK. Both we and our local suppliers and operators will do our best to make sure arrangements, including travel services, transport and connections run smoothly but this may not always be possible due to flight cancellation, weather, mechanical breakdown or other unforeseen circumstances and there will be no refund or compensation for any unused services. We are also unable to make special arrangements for you in the event of delays or cancellations at your outward or homeward point of departure or on your outward or homeward journey (or, where you are making your own travel arrangements, in the event of delays or changes to any of those arrangements) or to refund or compensate you in the event of any such delays.

FORCE MAJEURE

12. In these conditions ‘force majeure’ means i) unusual or unforeseeable circumstances beyond the control of Equus Journeys and its suppliers and the consequences of which neither Equus Journeys nor its suppliers could avoid even if exercising all due care, and ii) events which neither Equus Journeys nor its suppliers, even with all due care, could foresee or forestall. It includes (but is not limited to) riot, civil unrest, war, terrorist activity and the threat of any of the foregoing, industrial dispute, decisions by government or governing authority, natural disaster, adverse weather conditions, fire, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers and all similar events outside our control. It also includes any other event or circumstance which the Foreign Office in London considers hazardous or threatening to tourists and as a result of which it is advising against nonessential travel to the country (or the relevant part of the country) concerned.
13. On extremely rare occasions, circumstances or events which amount to ‘force majeure’ may affect the area to which you plan to travel and as a result Equus Journeys and its suppliers may be unable to provide, perform or complete the arrangements booked in the manner originally intended and may be obliged to change, cancel or curtail such arrangements at short notice. In these very unusual circumstances we will do our utmost to make suitable alternative arrangements for you but we will not be liable to you for a failure to do so, nor for any failure to provide the arrangements as originally booked. We regret that we are unable to compensate you for any losses or expenses you may incur as a result of changes, cancellations or curtailments due to ‘force majeure’, and we are only able to refund you payments made for arrangements that are cancelled or curtailed as a result if and to the extent that we obtain refunds from our suppliers in respect of the same, which we will endeavour to do. Where we are able to make suitable alternative arrangements for you the cost of these will be deducted from any such refunds we obtain and you will pay any additional costs. If circumstances which amount to ‘force majeure’ exist before you commence your holiday but you are still able and wish to travel to your holiday destination and to begin / continue with the arrangements as booked or altered in some way, we may require you to sign an acknowledgement accepting any risks involved before you start or continue with the arrangements.

LOW BOOKINGS

14. Occasionally prices quoted for holiday arrangements assume a minimum number of participants. If this is the case we will notify you before your booking is confirmed. If the minimum number is not reached by the due date for payment of your balance (8 weeks before the holiday start date), we reserve the right to a) cancel the trip; or b) postpone the due date for payment of the balance until 4 weeks before the start date; or c) with your agreement, continue with the arrangements for fewer participants at the necessary supplement. If we cancel as in a) we will notify you in writing and will refund in full any deposit or other payment made to us by you for the arrangements. If we postpone the payment date as in b) we will notify you and, before the new payment date, we will either confirm the departure or notify you in writing that the trip is

cancelled. In the latter case we will also refund in full any payment made to us by you for the trip. Unless you agree, cancellations will not be made less than 30 days before the holiday start date.

CONSUMER PROTECTION AND FINANCIAL SECURITY

15a. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked through Equus Journeys and for your repatriation in the event of our insolvency. This security is provided by ABTOT bond number The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for Equus Journeys and in the event of its insolvency, protection is provided for the following i) non-flight packages commencing in and returning to the UK; ii) non-flight packages commencing and returning to a country other than the UK; and iii) flight inclusive packages that commence outside the UK which are sold to customers outside the UK. i), ii) and iii) provide for a refund in the event you have not yet travelled. i) and iii) provide for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly from Equus Journeys.

PRICES

17a. We reserve the right to revise prices previously quoted for holiday arrangements before a booking is confirmed. Once your booking is confirmed and a confirmation invoice is issued, (subject to correction of errors) there will be no price increases less than 30 days prior to the holiday (although this is subject always to our right, if you have not paid any money due under your confirmation invoice, to treat the original arrangements as cancelled by you and to revise prices). Otherwise price increases will only be made (other than to correct obvious errors) in very limited circumstances and in such cases we will issue an invoice for a surcharge. A surcharge invoice may be issued because of changes in group sizes where small group supplements apply, to cover increases in transportation charges (including fuel surcharges imposed by airlines), to cover increased taxes (eg VAT) or fees such as landing or disembarkation fees. Even then, we will absorb amounts up to 2% of the cost quoted to you for the arrangements in your confirmation invoice (excluding any amendment charges). You will not be entitled to cancellation compensation.

17b. Where you have made a payment to us that has been passed onto the relevant carrier or supplier, to guarantee a certain fare for a flight or other travel service and it was a condition of obtaining that fare or service that refund rights were nil or limited, any refund by us will be subject to deduction of cancellation charges imposed to by the carrier or service provider.

LIABILITY

18. Subject to paragraph 20 below, we accept liability for ensuring that our contract with you is properly performed and that the services we have agreed to provide under it are provided to a reasonable standard. We are not responsible however for any services which do not form part of our contract with you, for example any additional services or facilities you purchase from your hotel, guide or another supplier, which we have not agreed to provide.

19. We will not be liable for any loss, damage, expense or inconvenience suffered or incurred (including death or personal injury) which is attributable to i) your own act or omission or that of one of your party, or ii) an act of omission of a third party not connected with the provision of the services or arrangements and which was unforeseeable or unavoidable, or iii) force majeure. Equus Journeys' liability is also conditional on you assigning to it any rights you may have against the person whose act or omission gave rise to that liability. In addition, we limit our liability as follows: i) liability other than for death or personal injury is limited to such amount as is reasonable taking into account the cost of the arrangements booked with us and the extent to which your enjoyment of them has been affected but (without prejudice to that) will not exceed the cost of the arrangements booked for the person affected; ii) liability for loss / damage to baggage and personal possessions is limited to £50 per person as you are expected to have taken out adequate insurance; iii) liability for death, personal injury or any other loss suffered in the course of any of the services provided under our contract with you (including any air, rail, road or sea travel (and the getting on and off such transport) or from a stay in a hotel or similar accommodation) is limited in accordance with the provisions of all relevant international conventions relating to the provision of such services as if Equus Journeys was a supplier of the services in question for the purposes of the relevant convention.

20. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

SAFETY AND BEHAVIOUR WHEN RIDING

21. Whilst riding or in the vicinity of horses in the care of the guide or operator of your trip you must comply with the instructions of that person. It is a condition of your booking that you accept that that person is entitled to require you to dismount or to refuse to allow you to ride if for any reason, including your inability, behaviour or health, they consider that you may endanger the safety or welfare of the horses or of any person, and if so required, you have no claim and will not be entitled to any refund or compensation.

22. The guide, tour leader or person in authority on your trip may also terminate your participation in that trip immediately if he or she considers it reasonably necessary for the health or safety of any other person. If your participation is so terminated you will have no claim and will not be entitled to any refund or compensation.

23. You are strongly advised for your own safety to wear a well fitting hard hat whilst riding. Children under 18 will be required to wear a hard hat. Some ride operators will have hats available but you should not rely on these and are advised to take your own. You acknowledge that there are risks in horse riding and in dealing with horses and understand that horses, as independent creatures, can be unpredictable or act unexpectedly. You also acknowledge that many of the trips we arrange include riding and other activities in areas that are remote and / or areas where there is potentially dangerous game, difficult terrain or other conditions that can be hazardous. Safety services and back-up infrastructure may also be more limited than usual. By booking to take part in one of these trips, you confirm that you understand and fully accept these risks. You understand that you may also be required to sign a separate acknowledgement and acceptance of personal liability by the local supplier before being allowed to ride or take part in a trip, and if you are not allowed to ride or take part because you refuse to sign, or to wear a hard hat if required, you will have no claim against Equus Journeys or the supplier and will not be entitled to any refund or compensation.

INFORMATION YOU SUPPLY

24. Your booking is accepted by us on the basis of the information given by you including information in your booking form and details of your riding ability and your weight. Where these details are inaccurate or materially incomplete, Equus Journeys and its suppliers reserve the right to change your ride itinerary or booking or to ask you not to ride and in these circumstances you will have no claim against Equus Journeys or the supplier and will not be entitled to any refund or compensation.

25. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

26. If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. This would include any pre-existing medical condition which could be worsened if you fell off a horse. In any event, you must give us full details in writing. 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, cancel when we become aware of these details.

INSURANCE

27. It is a condition of your booking with us that you have appropriate medical insurance to cover you in the event of an emergency whilst taking part in the arrangements organised. You are also strongly advised to take out insurance to cover you in the event of delays in your travel arrangements and against charges payable under these conditions if you have to cancel or curtail your trip. Although insurance is your sole responsibility we may require evidence of suitable cover before accepting your booking and we reserve the right to cancel your booking if you do not have adequate medical insurance.

28. Baggage and personal effects are your sole responsibility at all times. On many of our rides your luggage may be in a transfer vehicle in dry, dusty or wet conditions, sometimes being carried on the roof of a vehicle. We will do everything we can to ensure the safety of your luggage but recommend that you do not travel with precious or irreplaceable items. We cannot be held responsible in the unlikely event of luggage or personal items being stolen from vehicles or rooms and you should ensure you have adequate insurance. In the event of loss or damage to baggage, howsoever caused, including by negligence, we limit the amount of compensation we will pay you to £300. You should keep your passport in your personal possession or in a locked safe and have a photocopy of your passport in a separate section of your luggage.

PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

29. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

IF YOU HAVE A PROBLEM

30. If you have a complaint whilst on holiday you must immediately inform the guide or operator of your trip so he/she can try to put it right. If the matter cannot be resolved locally and you wish to make a complaint you should notify us by email, telephone or fax as soon as practicable and should also give us full details of the complaint in writing not later than 28 days after the last day of your holiday. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. 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 The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at 9 Savill Road, Lindfield, Haywards Heath, West Sussex RH16 2NY. This scheme cannot decide in cases where the sums claimed exceed £1500 per person or £7500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

DATA PROTECTION

31. Information you supply to us in connection with your booking is passed on by us to our suppliers in order to ensure that appropriate arrangements are made for your holiday. It may also be passed on by us to security or credit checking agencies, government or public bodies such as immigration or customs if required by them or by law. Where your booking is for a holiday outside the European Economic Area (EEA) information supplied by you may be passed on to relevant suppliers who are outside the EEA and in making your booking you consent to this. Unless you request us not to we will hold your information and may use it to send you future brochures and information about holidays and offers.

GENERAL

32. Your contract with Equus Journeys and matters arising from it are governed by English law and both parties submit to the jurisdiction of the English Courts.

33. You agree that any photographs or film taken during a holiday arranged through us may be used by us in any publication or for promotional purposes.



“Riding Holidays
100% Financially Protected”