

Booking conditions

2017



Correspondence address
Tel: +44 (0) 1905 388977
info@equus-journeys.com
Fingerpost Cottage, Hopton Wafers,
Shropshire, DY14 0NA, UK.

www.equus-journeys.com

INTRODUCTION

All information contained on this website and any offer in writing defined as a 'preliminary offer' shall constitute preliminary information and may be varied.

You, as the buyer, must read these general and special terms and conditions of sale.

These terms and conditions apply to all Equus Journeys products. **They form an integral part of the contract entered into with Equus Journeys.**

Orders are governed by the terms and conditions applicable on the order date and you acknowledge that these terms and conditions are binding.

These terms and conditions are accessible at all times via the hypertext link '**Terms and Conditions of Sale**' on the Equus Journeys website and are available upon request sent to Equus Journeys' correspondence office at Fingerpost Cottage - Hopton Wafers - Shropshire - DY140NA - United Kingdom or by email at info@equus-journeys.com.

These terms and conditions shall take effect on 1st July 2017 and supersede the previous version.

These Recitals form an integral part of the contract.

THE CONTRACTING PARTIES

Equus Journeys is acting as the organiser and vendor of the proposed holidays.

Equus Journeys is a brand of Cheval d'Aventure, limited company with € 214 286 capital, headquartered 2, rue Vaubecour, 69007 LYON, France, registered with the Lyon Trade Register n° LYON 518 925 318, Code - NAF 7912Z, and registered as a travel agency n° IM069100050.

We have taken out policy number HA PRC0106121 with Hiscox, 19 Rue Louis le Grand, 75002 Paris, to cover our

professional liability, in an amount of €8,000,000 per policy year.

We have taken out a financial guarantee for all of the funds received with Atradius, 44 Avenue G Pompidou, 92596 Levallois Perret Cedex (Contract No 375442).



Buyer: means any person who books, orders and/or purchases a service offered by Equus Journeys, such as an all-inclusive holiday (package holiday or tailor made holiday) anywhere in the world.

VALIDITY OF OFFERS

The holidays proposed on the Equus Journeys website are governed by these terms and conditions. They are normally valid for the period of time for which they are posted online, until all available spaces have been booked. They may vary in real time. If your chosen holiday or accommodation is not available, you will be informed accordingly in accordance with the regulations applicable to the sale of holidays.

NATURE OF CONTRACT

You agree to enter into a contract electronically.

PURCHASING A HOLIDAY

Placing an order on the website

www.equus-journeys.com

Capacity to enter into a contract

You acknowledge that you have the capacity to enter into a contract, i.e., you are of full legal age (or you are 21 or over should you wish to hire a car), you have the legal capacity to enter into a contract and you are not under guardianship or

supervision. You warrant that the information provided by you or a relative is true and accurate.

Reminder of Article 313-1 of the French New Criminal Code:

'Fraud is the act of using a false identity or a false capacity, abusing a genuine position or using false pretences in order to mislead a natural person or legal entity and thus to encourage the latter, to their detriment or to the detriment of a third party, to deliver funds, valuables or any type of asset, to provide a service or to agree to an act that entails an obligation or discharge. Fraud is sanctioned by five years' imprisonment and a fine of €37,500.

No right to withdraw

Pursuant to Article L.121-20-4, 2° of the French Consumer Code, the right to withdraw from a distance sale does not apply to contracts for the sale of accommodation, transport, catering or leisure services that are to be provided on a specified date or at a specified frequency.

The website is available on an 'as-is' basis, subject to availability.

Equus Journeys will not be liable under any circumstances if, due to website maintenance or reasons beyond our control, users cannot access the website, access to the web pages is suspended at any time or an operation cannot be performed due to any kind of issue beyond our control. We give no warranty that the website is free from viruses or other issues beyond our control.

The utmost attention has been paid to information appearing on the website. However, errors may occur in the description of services and/or in prices between the publication and broadcast of information. Appropriate corrections will be made at the time of booking and confirmed on the purchase order.

Entering into an online distance sale contract

Step 1 – Product identification: choose the product(s) you wish to purchase, indicate your chosen destination, dates



and the number of participants according to category (adults, adolescents and children) and then, once this information has been entered, begin your search.

Step 2 – Buyer selection: we will suggest search results based on your request.

Step 3 – The offer: we will provide you with information on your selected product and you may then refine your choices.

Step 4 – Contracting party's identity: in addition to a product summary, the person placing the order must provide their personal contact details and details of the administrative documents required for the selected holiday.

Step 5 – Validation: we will issue a quote for the order corresponding to the sales contract; you must then carefully and accurately enter the contact details of the person(s) travelling.

NB: this information will be used to issue your travel documents (plane ticket, voucher, etc.), and you will be solely liable should any first name, surname or other essential information be incorrect. The buyer must inform their advisor of any specific remarks and must read these terms and conditions in full. By clicking 'Validate', you are deemed to be entering an electronic signature.

Step 6 – Payment (secure page): you must pay for your order. The final click confirms the definitive conclusion of a sales contract. Your acceptance applies in the name and on behalf of all participants registered for the same holiday. Payment can be made by credit card or bank transfer. Travel advisors can provide more information on this.

A validated order is an order by which you ask us to provide the service of your choosing. It does not constitute final confirmation of the service. It informs you of the fact that your order has been recorded with a view to being processed. Your booking will be final and confirmed once we have received the requested amount and issued confirmation in writing.

Confirmation of sale

We will send you an acknowledgement of receipt by e-mail indicating that your booking is being processed. This

acknowledgement will contain the key details of your holiday as well as the customer code and password required to log into your private space on the website. We will send you an order confirmation containing the key details of your holiday (service booked, price, quantity, travel dates, persons travelling, etc.). If you do not receive this confirmation, your booking will not have been recorded. In accordance with Article 1369-5 of the French Civil Code, an order and an order confirmation will be deemed to have been received when the persons to whom they are sent can access them.

You must ensure that you receive a confirmation e-mail and regularly check your inbox. We will not be liable should you provide any incorrect contact details when placing your order. No carelessness or negligence on your part may be attributed to Equus Journeys.

Order monitoring

In accordance with Article L.121-18, III, of the French Consumer Code, orders are monitored from transmission of the order confirmation e-mail until you receive your travel documents.

Service monitoring

As required under Article L.212-20-3 of the French Consumer Code, the time limit for delivery of a service under a contract for the sale of a holiday is the departure date.

PRICES AND PAYMENT

Fixed prices are comparable to finished products. No dispute over prices will be accepted following your return. Services must therefore be purchased as finished products once you have determined whether our prices meet your expectations.

Prices

All prices are stated per person in GBP, EUR, or USD. In accordance with the VAT rules applicable to the margin generated by travel agents, invoices issued by Equus Journeys do not mention the VAT collected on the services sold.

Unless otherwise specified in the offer description, fixed prices do not include the following:

- Specific supplements offered in connection with each holiday such as excursions, additional days, single room supplements, etc.;
- Transport-related taxes (refundable in case of a cancellation);
- Flights from provincial towns or other countries; or
- Health and travel insurance (mandatory)

Revision of prices

In accordance with applicable legal rules, the price of your holiday may change up to 30 days prior to the date of your departure depending on factors affecting the following:

- Transport costs, which are notably determined according to the cost of fuel.
- Changes to the cost of fuel are included in our sale prices and calculated as follows:
- The agreed portion of transport costs that may be revised represents 40% of the total price of our package holidays.
- Changes to the fees and taxes imposed in connection with services such as landing, boarding and disembarkation taxes at ports and airports, which vary according to destination. Should any of these fees and/or taxes change, the difference will be charged accordingly, as instructed by the appropriate authorities.
- Currencies subject to review where some of the services are invoiced to us in a foreign currency, which can affect the price of a holiday. It is agreed that currencies subject to review represent 40% of the total price of our package holidays.

Reference currency: prices are calculated on the basis of the following average exchange rates: £1 = US\$1.28

£1 = €1.13

£1 = CA\$ 1.65.

They may be regularly updated online in the event of a significant variation.



PAYMENT METHODS

You may use any of the following payment methods:

Bankcard and payment card

We accept the following bankcards and payment cards at our points of sale, on our website (secure website) and for telephone bookings.

- Debit card;
- Visa, Visa Premier, Visa Platinum, Visa Infinite and Visa Electron; and
- Eurocard/MasterCard.

In certain cases at the exclusive request of the Belgian or Swiss authorities, we may require payment by bank transfer. You are liable for any and all bank transfer fees. The bank details you provide when you place your order will be encrypted in accordance with applicable regulations.

NB: we actively endeavour to combat bankcard fraud. Accordingly, we may ask you by any means to provide a photocopy of the bankcard used to pay for your order and of the passport or identity card of the bankcard holder and passenger. If you do not reply or if we are unable to contact you within the applicable time limit depending on your chosen dates, we will not be able to process your order and your booking request will be cancelled without charge.

On the basis of Article L.132.2 of the French Monetary and Financial Code, a commitment to pay using a payment card is irrevocable. Payment may only be stopped if the card is lost, stolen or used fraudulently. Other than in these limited cases accepted by the legislator, the cardholder will be liable for bankcard fraud. The right to stop payment must not be exercised in order to make up for the absence of the right to withdraw applicable in the tourism industry (see above).

Bank transfer

We accept (subject to certain reservations) payment by bank transfer in British pounds, US dollars and euros. Transfers must be confirmed by the

issuing bank. Transfer confirmations must be sent to us by fax, to the number provided upon confirmation of the order.

Transfer confirmations must mention the buyer's first name, surname and order number. They must be sent before the option date, i.e., by the deadline on which a provisional booking will be closed.

NB: If you do not have a registered address (postal address or e-mail address) in British territory, if your departure location and/or the address to which your ticket or travel pack is to be sent is/are not in British territory or if the bank through which payment is to be made is not in British territory, payment may be made by bank transfer, in which case you must pay the applicable bank transfer fees.

PAYMENT TERMS

Registration will be effective as soon as a booking has been made. A deposit must be paid in full at the time of booking.

As payment is a fundamental condition of the contract, the order will be cancelled in the absence of payment.

We are not under any obligation to provide a service until such time as we have received and collected payment of the deposit in full. However, you are responsible for paying all the agreed amounts for the products or services ordered.

The following shall not be deemed to clear the debt: the provision of a bankcard number until such time as payment has been approved by the payment centre or a transfer until such time as your bank has issued confirmation.

If you fail to fulfil these payment terms, you will be deemed to have requested the cancellation of your order.

In the event of an unauthorised, partial or overdue payment for whatever reason, the sale of the services booked will be cancelled, you will be liable for the costs incurred as a result and you will have no

claim as a result of such cancellation attributable to you.

Booking confirmation – Payment of a deposit

Unless otherwise specified in the special terms and conditions applicable to each holiday, upon placing your order, you must pay us 30% of the cost of the holiday.

Paying the balance of your holiday

Unless otherwise specified in relation to a particular holiday, the balance of your booking must be paid 40 days prior to your departure date. If the balance is not paid by the agreed date, you will be deemed to have cancelled your holiday and will have no claim as a result.

Orders placed less than 40 days prior to departure

If you make a booking less than 40 days prior to departure, you must pay the full cost of your holiday immediately. You may be provided with your travel documents at the airport on your departure date.

Options

A provisional option may be possible. It may only be extended with our consent and must be confirmed before the applicable expiry date.

PROCESSING CHANGES AND CANCELLATIONS

Any request to change or cancel a booking must be sent to us at our correspondence address in the UK by any means for which an acknowledgement of receipt is issued: Fingerpost Cottage - Hopton Wafers - Shropshire - DY140NA - United Kingdom or by e-mail to: info@equus-journeys.com

We will send you an e-mail confirming your requested change(s) or cancellation. If you do not receive this confirmation, your request will not have been recorded. You must ensure that you receive a



confirmation e-mail and regularly check your inbox.

Changes and cancellations attributable to the seller

We agree to inform you as soon as possible of any significant change to a holiday and/or price by any means for which an acknowledgement of receipt is issued. A significant change shall be deemed to include any price increase of more than 5%. Should any significant change be made to your holiday, you will be entitled to:

- Terminate the sale and immediately obtain a refund of the full amount paid, without being required to pay us any compensation. You must notify us of such termination by any means for which an acknowledgement of receipt is issued, within 7 days of drafting of the document confirming the cancellation; or
- Accept the change to the package and/or price we offered, in which case an amendment to the contract setting out the relevant changes must be approved by you and us.

Cancellation due to an insufficient number of participants

We may cancel a holiday due to an insufficient number of registered participants, as specified for all of the holidays we offer. You will be notified of our decision at least 21 days prior to your scheduled departure date.

We will refund the full amount paid by you but you will not be entitled to any other compensation. You will be offered equivalent alternative solutions.

Changes and cancellations attributable to the buyer

Amendment fee

We will charge you a £44 administration fee for any change made by you after you have registered.

Transferring your contract to a third party

Until such time as the contract has taken effect, you may transfer your contract to a person who strictly meets the same

requirements as you in order to take the holiday.

You must inform us of any transfer by letter sent recorded delivery (signed for) at least fifteen (15) days prior to the departure date.

You must indicate the civil status (first name, surname and age) and full address of the person(s) to whom you are transferring the contract and of those taking part in the holiday, and provide proof that the relevant person(s) strictly meet the same requirements as you in order to take the holiday.

Transfer fee:

You and the person(s) to whom you transfer your contract will be jointly and severally liable to pay us a transfer fee. By way of a guide, a contract transfer could incur a fee of between £440 and £1320 per person.

Transfer fees depend on the proximity of the departure date and the mode of transport used to travel to the holiday destination, particularly if a plane ticket (or tickets) has (have) already been issued and has (have) to be replaced.

Cancellation fee

Due to requirements imposed by our suppliers (local service providers, etc.) and the payment terms imposed upon us by our suppliers, our cancellation fee increases the closer to the departure date that the cancellation is made.

Cancellation period	Cancellation fee
More than 60 days prior to departure	£80 per person
60-30 days prior to departure	25% of the total amount
29-15 days prior to departure	75% of the total amount
Less than 15 days prior to departure	100% of the total amount

The following will be deducted as a penalty from any refund made to you, depending on the date of cancellation compared to the date of the holiday:

- Fixed airline charges: if your plane ticket must be issued a long time before your travel date, you will be charged in full for the non-refundable charges applied in order to cancel or change your flight plan. In this case, the relevant charges will apply solely to the price of the holiday, not the flight.
- Fixed land transport charges: you will be charged the preliminary costs incurred for a firm booking (e.g. for certain visas, the private booking of accommodation, etc.) in the event of cancellation.

If a booking is cancelled or changed for whatever reason, you will remain liable for the sums owing to us.

Visa and insurance charges are never refunded.

No refund will be issued for a holiday that is interrupted or curtailed by a participant for whatever reason other than due to medical reasons.

Specific cases, regardless of the date the booking is cancelled or changed (these charges will be added to the following schedule):

Specific cancellation policy* For Botswana, South Africa, Namibia, Tanzania, Kenya, USA and Canada	
120 to 61 days prior to departure	30% of the total amount
60-31 days prior to departure	50% of the total amount
Less than 30 days prior to departure	100 of the total amount
*Valid for all holidays sold for the specified countries	



DELIVERY OF TRAVEL DOCUMENTS

Your travel documents and/or travel tickets will be sent to you via the method indicated in the notification, depending on the period between the ticket issue date and your departure date.

If documents are sent to an incorrect address provided by you, we will not be liable should any holiday not be taken or for any issue due to the non-receipt of travel documents. The foregoing shall apply even if you fail to collect the letter containing your travel documents from the post office.

Please contact us if you have not received your travel documents 5 days prior to departure so that we can reissue your documents in time.

Furthermore, primarily for special (chartered) flights, your flight times may vary. We therefore recommend that you check your inbox and answerphone regularly up to the time of your departure, even if you have already received your travel documents.

Holidays

DURATION OF HOLIDAYS

- The duration of your holiday generally includes the following:
- The departure date from the time you are advised to arrive at the departure airport or the starting point of your holiday or trek; and

The day of the return journey until the time of arrival at the return airport or finishing point of your holiday or trek.

Prices are calculated according to the number of nights, not the number of full days or the number of hours or part days. The first and/or the last day is generally a travel day. Flight times (particularly for chartered flights) may involve a late-night arrival and an early-morning departure.

We therefore recommend that you have flexibility the day before your departure and the day after your return.

ADMINISTRATIVE AND MEDICAL FORMALITIES

We will inform you of the administrative and medical requirements for EU nationals and nationals of a country that is a party to the Agreement on the European Economic Area. Non-EU nationals should contact their appropriate authority for information on this matter. The information we provide is liable to change, even post registration.

You are responsible for completing these formalities and for paying the relevant fees.

We will not be liable if, after having been provided with relevant information, you are denied boarding or access to a stopover country or your final destination due to a failure to complete applicable visa, immigration, medical or customs formalities. You will be solely liable for any sanction and/or fines imposed due to a breach of immigration, medical or customs regulations and for the consequences that might subsequently arise. We must not be held liable and will not refund any tickets or fees.

Persons of full age with full capacity

Only persons with a valid passport or national identity card are permitted to travel. No other document may be used for travel purposes by an adult, a child or a baby.

Generally, a valid passport is required in order to travel outside the European Union. Certain countries require passports to be valid for more than six months after the return date. Passengers must have their return ticket, an exit ticket or sufficient funds, etc. They must provide proof of the assistance/repatriation insurance required to obtain a visa; their form of ID must contain a sufficient number of blank pages.

Information on the visa, immigration, medical and customs formalities to be completed for adults who are EU nationals and who wish to enter the destination country(ies) or transit country(ies) is available at <https://www.gov.uk/foreign-travel-advice>, <https://www.masta-travel-health.com/>

Minors

The parents of minors must complete the requisite formalities.

Any minor travelling with relatives and who has their own passport or who is included on the passport of a parent must be in possession of a 'Child Travel Consent Form' issued by the appropriate authorities. Otherwise, neither the child nor their relatives will be allowed through passport control.

NB: Certain countries such as the US require minors to have their own passport. Family records are not accepted as a form of ID that may be used to leave the country.

NB: The regulations applicable in certain countries require passengers to have a passport that will be valid for at least six (6) months after the date of their return. The regulations applicable in certain countries require children to have their own passport, even if they are already included on the passport of their parents and are travelling together.

Cancellation charge in the event of cancellation or a no-show for a reason attributable to you: 100%.

AIR TRANSPORT

This paragraph applies to passengers who have reserved their plane tickets with Equus Journeys.

Check-in (requirements applicable to all flights)

Unless specified to the contrary in the check-in information included in the holiday documentation, passengers must check in 2 to 3 hours prior to take-off for charter flights and scheduled flights. Check-in closing times (after which passengers will no longer be able to



check in) vary according to the airline. Check-in closing times are indicated on the flight plan for scheduled flights and on your e-ticket for charter flights.

Check-in times may vary for passengers requiring assistance (see below). Equus Journeys will not be liable and will not pay any charges should a passenger arrive late and be refused check-in. Check-in closing times are indicated on the flight plan for scheduled flights and on your e-ticket for charter flights. Otherwise, Equus Journeys will clearly indicate the time at which passengers should present themselves for check-in.

Any passenger who fails to present themselves for check-in will be deemed a no-show and will not be entitled to a refund for any unused ticket. Their seat may be allocated to another passenger.

NB: disabled travellers, passengers with oversized or excess baggage and passengers travelling with animals stored in the hold must contact the airline ahead of their trip to obtain information on the check-in closing time.

Baggage

Equus Journeys advises customers to visit the website of the Civil Aviation Authority to obtain and download information concerning restrictions on liquids in hand luggage.

Each airline has its own policy concerning items not permitted in hand luggage. Customers must read the relevant airline's specific contract terms and conditions.

Equus Journeys will not be liable should any passenger be denied boarding or should any item deemed dangerous by the airline or airport authorities be confiscated.

Equus Journeys will not be liable should an airline refuse to load an item of baggage.

Equus Journeys will not pay any charges incurred in this respect.

Hand luggage or cabin luggage (any luggage not placed in the hold): each airline has its own policy. Generally,

carriers allow one item of cabin luggage (with a maximum 115 cm Total L + W + H and a maximum weight of 5 kg) per passenger. These restrictions may vary depending on the aircraft. Customers are responsible for their luggage for the duration of their holiday.

Damaged baggage

Should any personal belongings and/or baggage be lost, damaged or stolen on arrival of the flight (outbound and/or inbound journey), customers must complete a missing/damaged/stolen baggage report form before leaving the airport.

Customers whose baggage is damaged must immediately send a report form to the airline, enclosing appropriate documents (originals) within seven (7) days for checked baggage. In the event of a delay, a claim must be made within twenty-one (21) days of the day the baggage was placed at the customer's disposal.

Any claim filed after the above time limits will be rejected in accordance with the international Montreal Convention. Customers are strongly advised to take out specific insurance to cover the value of their personal belongings.

Identity of the carrier (applicable to all flights)

In accordance with Article R.211-15etseq. of the French Tourism Code, the customer will be informed of the identity of the contractual or actual carrier (s) likely to operate their flight. The seller will inform the customer of the actual airline that will operate their flight (s). The contractual carrier or Equus Journeys will inform the customer, by any appropriate means, upon becoming aware of any change of carrier, and at the latest at check-in or boarding for connecting flights.

Pursuant to Article 9 of European Regulation 2111/2005 of 14 December 2005, a list of the airlines that are banned from operating in the European Community is available here: http://ec.europa.eu/transport/air-ban/list_fr.htm

Flight times and aircraft types (applicable to all flights)

Information on flight times, aircraft type and itineraries is provided solely by way of a guide. In accordance with Regulation (EEC) 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and subject to certain conditions, flight times, aircraft type and/or itineraries may be changed by the carrier or Equus Journeys.

Direct flights (applicable to all flights)

Direct flights may be non-stop or involve one or more stop-overs (depending on the airline, the flight will be the same if the flight number is the same) and passengers may or may not be required to change aircraft without Equus Journeys' knowledge.

Connecting travel arrangements (applicable to all flights)

Customers who make their own connecting travel arrangements are advised to book tickets that may be changed or refunded in order to avoid losing money due to a change of flight times or flight cancellation by Equus Journeys. In the event of a delay, neither Equus Journeys nor the carrier will pay the costs incurred in connection with unused tickets and the customer will not be entitled to cancel their ticket or obtain a refund.

Customers are advised to allow approximately 4 hours (in addition to transfer times) when taking a connecting train or flight for an international flight. Equus Journeys will not be liable should you miss your international flight due a delayed connecting service.

Specific terms applicable to flights operated by charter and low-cost airlines

Customers who purchase an Equus Journeys holiday for which the flights are operated by a charter or low-cost airline



must familiarise themselves with the contractual restrictions linked to chartering: 'Due to the regulation of capacity on certain flights, the airline may cancel or postpone a flight up to 24 hours before or after the scheduled travel date, subject to 2 days' notice'. If they do, Equus Journeys will not be liable and customers will not be entitled to claim any compensation.

Customers are not allocated a seat or provided with a meal on charter flights or low-cost flights. Flight times may only be confirmed one week prior to departure.

Transfers

Customers who do not arrive or depart on the same flight as their group must cover the cost of their transfer.

Lost and stolen tickets (applicable to all flights)

Customers who delete the e-mail containing their e-ticket should contact Equus Journeys by e-mail or telephone in order to have their ticket re-sent to them by e-mail.

SERVICES ON THE GROUND

We organise primarily riding adventure holidays intended mainly for riders. The level required to take part is indicated for each holiday. Each participant must assess their ability and is responsible for their choice of holiday. Our advisors are always available to assist riders prior to registration.

Itineraries

Our itineraries may change due to safety reasons, weather conditions or unforeseeable circumstances. Routes may change due to events beyond our control such as the following: diversions, flooding, drought, strikes, local events, etc. Equus Journeys, our partners, our tour escorts and our local guides will always do everything possible to identify the best solution, even by changing a route.

Accommodation

Accommodation details are provided for each holiday and may include staying in tents, with hosts or in establishments with no official rating. NB: a triple room is usually a double room with a folding bed.

Comfort levels attributed to hotels in the description are ratings established with reference to local standards applicable in the host country and may therefore differ from British standards. They are provided solely by way of a guide.

Meals

The meals provided are indicated for each holiday. We draw your attention to the fact that meals may be simple or even frugal. Catering, supply and storage options are not always obvious. But that is what you sign up for!

Extras

Extras must be paid for to the hotel prior to departure. You are solely responsible for checking the validity and accuracy of charges for extras and for settling any disagreement with the relevant establishment. We will not be involved in any way whatsoever with the consequences of a direct settlement (extras are, by definition, excluded from the services covered by the cost of accommodation) between a client and a hotel either during or after your holiday.

Valuables and luggage

In view of the specific nature of the holidays we organise, we ask you not to bring any unnecessary valuables with you such as jewellery, valuable watches, laptops, etc.

We will not be liable for any luggage that is left behind, lost, misplaced or stolen from a hotel or other room, a coach or any other mode of transport.

Aptitude for a holiday

The holidays we offer may involve certain specific factors (isolation, adverse weather conditions, stress or altitude sickness). Furthermore, certain holidays require a particular level of fitness and a high level of riding skills. We advise you never to overestimate your abilities and to consult your GP or even a specialist in

order to determine your aptitude for the holiday you plan to take.

The information you provide when registering concerning your riding skills, height and weight is contractually binding: our guide reserves the right to refuse to accompany any rider whose level or ability differ(s) from that (those) indicated when registering and that is (are) inadequate for the ride. In this case, you will not be entitled to any compensation.

During a holiday, each participant is required to take due care and to follow the advice given by our professional guides.

We will not be liable for any accident due to the carelessness of a party member, and we reserve the right to exclude anyone whose behaviour and/or riding skills is/are deemed to jeopardise the safety of the party or the wellbeing and cohesion of participants.

COMPLAINTS – AFTER-SALES SERVICE

As referred to in Article L.121-19, § 3, of the French Consumer Code. An after-sales service is provided by our customer services department.

In accordance with paragraph 12 of Article R.211-6 of the French Tourism Code, complaints should be sent to Equus Journeys soon as possible by any means for which the seller can issue an acknowledgement of receipt. Thereafter, complaints will not be processed with the same diligence.

Complaints are to be sent to our correspondence address in Fingerpost Cottage - Hopton Wafers - Shropshire - DY140NA - United Kingdom

To ensure that we can process complaints quickly and efficiently, it is essential that we receive all appropriate supporting documents. Only complaints concerning the terms of the contract between the parties and the contractual obligations incumbent on professional travel agents will be considered.



INSURANCE

Optional travel insurance

Our prices do not include insurance. Insurance is compulsory and must be purchased prior to departure from the insurer of your choosing.

Compulsory professional liability insurance for Equus Journeys as a brand of Cheval d'Aventure

We have professional liability insurance, which notably covers the financial consequences we could incur due to physical injury, property damage and consequential loss suffered by our clients, service providers or third parties due to any fault, factual or legal error, omission or negligence committed in the context of our travel business, within the limit of €8,000,000 per policy year.

LEGAL INFORMATION

Liability

We are automatically liable for fulfilling our contractual obligations to you, whether these obligations are to be fulfilled by us or by other service providers, without prejudice to our right of recourse against such other service providers.

We may however exempt ourselves from some or all liability by producing proof that the contract was not performed or was not properly performed for a reason attributable to the client, due to an unforeseeable and unavoidable action or omission of or by a third party not involved in providing the contract services, or due to forcemajeure.

Photos and illustrations

We use our best efforts to provide photos and illustrations that give you an overview of the services we offer. These photos and illustrations are intended to give an idea of the environment in which our holidays take place but without incurring our liability beyond this aim.

Intellectual property

The entire content of this website and all intellectual property rights are the property of Equus Journeys.

Proof

It is expressly agreed that the data stored in our information system has evidential value in relation to orders placed with us. Computerised and electronic data retained Equus Journeys shall constitute evidence if produced as evidence by Equus Journeys in any litigation or other proceedings, and shall be admissible, valid and binding between the parties in the same way, under the same conditions and with the same evidential value as any written document drafted, received or stored.

General

No forbearance by Equus Journeys in relying, at any given time, on a provision of these terms and conditions should be construed as a waiver of the right to subsequently rely on any of the said provisions.

Should any provision of these terms and conditions be held to be null and void or ineffective, the relevant provision will be deemed unwritten, without this affecting the validity of the other provisions, unless the provision held to be null and void or ineffective is fundamental and decisive.

In the latter case, the relevant provision shall be replaced by a provision with the same economic effect negotiated by the parties.

Data protection

You are hereby informed of the fact that your order will be electronically processed. This information enables us and our service providers to process and fulfil orders. We have a data protection officer who deals with all processing operations. Should you wish to exercise your statutory right to access and correct your personal details, please send a letter containing proof of your identity to our correspondence address in Fingerpost Cottage - Hopton Wafers - Shropshire - DY140NA - United Kingdom

These terms and conditions of sale are governed by French law.

The French courts will have exclusive jurisdiction to hear any dispute that arises in connection with the interpretation and/or performance of these terms and conditions.

We shall endeavour to amicably resolve any dispute through negotiation, mediation or arbitration before referring the matter to the courts.

EQUUS JOURNEYS IS A BRAND OF CHEVAL D'AVENTURE IN FRANCE

Registration number: RCS 518 925 318

Ltd company with € 214,286 capital

Registered as a travel agent (package including flights) with Atout France N° IM069100050.

Registered address: 2 rue Vaubecour- 69002 LYON - France

Correspondence address: Fingerpost Cottage - Hopton Wafers - Shropshire - DY140NA - United Kingdom

RIDING HOLIDAYS 100% FINANCIALLY PROTECTED

Financial guarantee by Atradius N°375442, for the entire funds received by Equus Journeys.



Civil and professional liability by HISCOX N°0106121 with a financial guarantee up to €8,000,000



10/2017

