

Booking Conditions—Accommodation Packages

All bookings are made and accepted subject to the terms set out in these conditions.

BOOKING

We reserve the right to decline any booking.

We are under no obligation to furnish documents to you until full payment for the booking is received.

A completed online booking form plus a non-refundable deposit of £100.00 of the holiday cost is required when booking. Then a further payment to take your deposit to 25% of your total package holiday cost is required within 14 days of your confirmation letter being issued.

The full cost of a booking shall be paid so as to be received by us no later than 6 weeks prior to the commencement date of the holiday. Please note that you will not necessarily receive a reminder that final payment is due. You should post your payment at least 8 weeks before commencement date to allow cheques to clear.

If the balance is not received by the date specified we shall be entitled to treat the booking as having been cancelled by you.

Any person or other representative who makes a booking in accordance with the above and in whose name the booking is invoiced even though acting on behalf of other persons named on the booking form that person is primarily responsible to us for all payments in respect of the booking.

It is a condition of booking that you are personally responsible for ensuring that you are adequately insured for all aspects of the holiday other than those for which we are liable in accordance with Our Liability to You set out below.

In the event of cancellation - whether as a result of your express written cancellation or by virtue of you not paying your balance by the date specified - a cancellation fee shall become payable.

The cancellation fee shall be calculated in the following way:-

- More than 40 days before commencement date of holiday = Deposit
- 30 - 39 days before commencement date of holiday = 70% of total price
- 15 - 29 days before commencement date of holiday = 90% of total price
- Less than 15 days before commencement date of holiday = 100% of total price

Late booking within 6 weeks of commencement date may be accepted upon payment of an extra administration cost. In such circumstances the full value of the holiday, shall become payable at the moment the booking is accepted. A late booking is only accepted when you confirm the booking to us by letter or email. If you subsequently cancel your booking, the cancellation fee as outlined above will become payable.

It is your responsibility to ensure that you and your party members have the appropriate skills, levels of fitness and equipment for the holiday of your choice. If you have any doubts, please get in touch. The responsibility for ensuring the safety of the party rests solely with each party member. You should follow the Country Code, adhere to any warnings and advisory notices along the route and act prudently and sensibly at all times.

ACCOMMODATION BOOKING SERVICE

The Firm does not own or manage those hotels guest houses or bed & breakfast establishments which are used in its accommodation booking service.

The premises chosen for Customers have been inspected by the Firm and on that basis are considered to possess suitable facilities for them.

If, after accommodation has been arranged, the Customer or his representative wishes to change his date of departure or alter the arrangement already made, such fee as may be properly demanded by the establishment booked will be charged to the customer.

All payments to us are to be made in pounds sterling, traveller's cheques or bankers drafts. We regret that Euro cheques are not acceptable.

FAILURE TO MAKE USE OF OUR SERVICES

No refund or compensation shall be made by us to you for any part of our service not made use of by you once your holiday has commenced, unless your failure to do so is the result of negligence, neglect or other wrong doing on our part.

CONDUCT

We reserve the right to ask you to discontinue your holiday if your behaviour causes persistent concern or nuisance to other customers or is otherwise incompatible with other customers use of our services. We must remain the sole judge of this condition.

TRUST FUND

To comply with E C Legislation a Trust Fund operates with the purpose of serving the business.

GUARANTEE OF COST OF HOLIDAY

The price of your holiday is fully guaranteed. Whilst we reserve the right to change our prices at any time, before you book, the price of your holiday as shown on your Holiday Invoice will not be increased unless you amend the booking after it is issued.

CHANGE OF HOLIDAY ARRANGEMENTS BY US

We plan your holiday arrangements many months in advance, and though it is unlikely that we will have to make any changes to confirmed arrangements it does occasionally happen. Most changes are of a minor nature and we will advise you at the earliest possible date, if there is time before the commencement of the holiday.

When any major change occurs, provided it does not arise from events beyond our control, you will have the choice of

- (a) accepting the changed arrangements,
- (b) purchasing another available Packhorse Package from us at its advertised price, or
- (c) cancelling your holiday.

If you choose (a), (b) or (c) we shall pay compensation on the scale shown below. In addition, if you choose (c) we shall refund all monies you have paid us. However, please see IMPORTANT NOTE below.

We consider a major change to be any of the following changes made before the day of departure: change of date of commencement or completion, withdrawal of shuttle service, substitution of the accommodation you have booked with one of a significantly lower price or official classification.

PERIOD BEFORE SCHEDULED DEPARTURE COMPENSATION PER WITHIN WHICH A MAJOR CHANGE IS NOTIFIED FULL PAYING CUSTOMER

- More than 56 days - Nil
- 56 - 43 days - £27
- 42 - 29 days - £40
- 28 - 15 days - £53
- Less than 15 days - £80

IMPORTANT NOTE – FORCE MAJEURE

Compensation or refunds will not be payable if we are forced to cancel or in any way change your holiday due to war, or threat of war, riots, civil commotion, industrial disputes, disaster, terrorist activities or alteration or cancellation of scheduled services or other events outside our control.

UPON CANCELLATION OF HOLIDAY BY US

We reserve the right, in any circumstances, to cancel your holiday. However, in no case will we cancel your holiday less than 8 weeks before the scheduled commencement date, except for the reasons outside of our control.

OUR LIABILITY TO YOU

We accept responsibility for the acts and/or omissions of our employees, agents and suppliers while acting within the scope of or in the course of their employment, agency or contract of supply and we also accept responsibility for any deficiencies in the services we are contractually obliged to provide, or in the failure of such services to reach a reasonable standard.

However, we do not accept responsibility in respect of death, bodily injury or illness of or to the signatory to the contract and/or any other named person on the booking form, except when caused by the negligent acts and/or omissions of our employees, agents suppliers or sub-contractors while acting within the scope of or in the course of their employment, agency, contract of supply or sub-contract.

We shall afford every assistance to a client who through mishap suffers illness, personal injury or death during the period of the holiday arising out of an activity which neither forms part of the inclusive holiday arrangement nor forms part of an excursion offered through us.

Please note that the proprietors of the accommodation establishments are not employees, agents suppliers or sub-contractors of ours. We do not accept any responsibility for any of their acts and/or omissions.

INSURANCE

We strongly recommend that you take out personal holiday insurance to cover illness, injury, personal belongings and cancellation. Please ensure your policy covers mountain walking and/or cycling and its associated risks. It is your responsibility for checking that you and everyone in your booking have the correct level of insurance and we will not be liable for any costs, howsoever arising, in excess of any travel insurance cover purchased.

CONTRACT JURISDICTION:

Your contract made under this agreement is subject to English Law & Jurisdiction. We make every effort to ensure that proper arrangements have been made for all Packhorse Holidays and Services and that other suppliers of any services (including accommodation providers) are efficient and reputable. However we do not have direct control over the provision of such services by those suppliers/accommodation providers and so cannot accept liability for any loss arising from actions or omissions of such suppliers/accommodation providers who are not our servants or agents.