

# **Far and Ride Ltd. - Booking Conditions**

## **1. Making Your Booking & Contract**

In order to make your booking, the booking form must be completed and signed by the party leader who must be over the age of eighteen. On signing this form all members of the party agree to abide by the Terms and Conditions set out in this document. A Contract will exist between the client and Far & Ride Ltd as soon as the confirmation invoice has been issued. This Contract is governed by English law and in the unlikely event of a dispute both parties agree to submit to the jurisdiction of English courts at all times.

When completing the booking and riding experience forms, we would ask the clients to provide full details which truly reflects their personal information and riding ability. If the information you have provided which we forward to the supplier, is not accurate you may not be able to join the ride. These measures are in place to ensure you are provided with a suitable horse and have a safe and enjoyable trip. On signing the forms you are accepting that you are declaring that the information you have provided is accurate.

## **2. Payment**

In order to secure your booking, a deposit of 20% must be paid within ten days of making your provisional booking. We must receive the balance, of the cost of your ride, eight weeks before departure. A reminder will be issued to the party leader ten weeks prior to departure. If full payment is not received on the due date we reserve the right to treat the booking as cancelled and, therefore, apply cancellation charges. Should you make your booking within eight weeks of departure then the full balance will be due immediately.

## **3. The Cost of Your Holiday Arrangements**

Far & Ride Ltd reserve the right to increase the price of any holiday in the event of exceptional cost increases due which are out of the control of Far & Ride Ltd. In the event of this occurring, we will absorb an amount equivalent to 2 % of the holiday price excluding amendment charges. Only amounts in excess of 2% will be surcharged. If this equates to more than 10% of your holiday price, you will automatically be entitled to cancel your holiday with the payment of a full refund of all money paid excluding amendment charges. Such events will include circumstances such as increases in transportation costs including fuel, taxes, (eg VAT) or other fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports.

All itineraries clearly state what is included and excluded in every package. In signing the booking form, you agree to the itinerary and the price.

## **4. Cancellation by Far & Ride Ltd**

In the unlikely event that we have to cancel your holiday for reasons other than

- a) Fault of the client
- b) Force majeure
- c) Insufficient numbers to proceed with ride

we will offer you an alternative holiday of at least comparable standard if available.

In the event that this holiday costs less than your original booking, we will refund the difference. Should you not wish to book an alternative or one is not available a full refund will be paid with the

exception of insurance premiums/amendment charges. In addition to this compensation will be paid per person as follows:

- a) 70-56 days before departure £15
- b) 55-15 days before departure £25
- c) 14-8 days before departure £40
- d) 7 days before departure £50

## **5. Alterations & Changes by Far & Ride Ltd**

Far & Ride Ltd do the very best to ensure holidays are provided as booked. However, our holidays and itineraries are planned months in advance of promotion and, therefore, are occasionally subject to changes. In the unlikely event that a 'significant' change is made, you will be given the option of

- a) accepting the change
- b) cancellation and receipt of full refund and compensation as set out in paragraph 4.

A 'significant' change is a change in dates, a lower standard of accommodation for the whole or significant proportion of the holiday or a change to the whole or significant proportion of the riding programme.

In the event of minor alterations and changes made by Far & Ride Ltd, no refunds or compensation will be given.

A minor change includes any change not covered by the above.

If we are aware of changes prior to booking, we will inform the potential client before a booking is made.

## **6. Force Majeure**

Far & Ride Ltd regret we cannot offer refunds or compensation in the event of cancellation or amendments as a result of force majeure. For the purpose of these conditions, force majeure is defined as war, threat of war, riot, civil strife, industrial dispute, government action, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions.

## **7. Cancellation by You**

Bookings may be cancelled at any time prior to the departure date by written notification by the party leader. The cancellation date will be taken as the date that written confirmation is received by Far & Ride Ltd. For this reason, Far & Ride Ltd recommend recorded delivery. Cancellation charges are expressed as a percentage of the total holiday price and are payable to Far & Ride Ltd. Cancellation charges are as follows

- a) 35 days or less before departure 100% cancellation charge
- b) 35 – 56 days before departure 50% cancellation charge
- c) Up to 56 days before departure 20% cancellation charge (loss of deposit)

## **8. Alterations & Changes by You**

Should you wish to make changes to your holiday after confirmation, Far & Ride Ltd will do our utmost to make the requested alterations, although we provide no guarantee that this will be possible. An administration charge of £20 per person may be implemented at the discretion of Far & Ride Ltd. Any further costs incurred either by Far & Ride Ltd or our suppliers are payable by the client.

## **9. Liability**

In signing the booking form, all persons accept that horse riding is classed as a high risk sport and being in the vicinity of horses poses risks. Whilst riding or in the vicinity of those horses, in the care of the tour operator or guide on your holiday, you must comply at all times with their instructions. It is a condition of your booking that you accept the aforementioned is entitled to insist that you dismount, refuse you the right to ride for any reason including your inability, health or behaviour, if they consider you may endanger the safety or welfare of any persons or horses including yourself. In the event of such circumstances, you will not be entitled to any compensation or refunds.

Please note it is the requirements and standards of the country, in which any services, which make up your holiday are provided, which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

Far & Ride Ltd strongly advise, whilst in the vicinity of horses and riding, that clients wear suitable safety equipment with specific reference to hard hats. We advise that hats comply with relevant safety standards, are purchased from reputable suppliers and fitted by qualified persons.

On signing the booking form, you accept our suppliers may require you to sign separate acknowledgment and personal liability forms before being allowed to ride. Refusal to sign may result in clients not being allowed to participate in riding or other activities. In this instance you will have no claim against Far & Ride Ltd or the supplier and will not be entitled to any refunds or compensation.

We accept responsibility for ensuring that all parts of our contracts with you are properly performed except where failure or improper performance was due to :

- a) your own acts or omissions.
- b) the acts or omissions of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable.
- c) Any event which either ourselves or the suppliers of the services in question could not have foreseen or forestalled even with all due care.
- d) Force majeure

Although Far & Ride Ltd will honour the contract with you in accordance with the above exceptions, it should be noted that accommodation, transport and other services we arrange on your behalf belong to and managed by independent suppliers for whom we act as an agent and, therefore, do not have direct control over these components.

Far & Ride Ltd liability is subject to the following limitations. Limitations other than for death and 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 in any event exceed twice the cost of the arrangements booked for the person affected (excluding any amendment fees). In the case of lost and/or damaged luggage or personal possessions (including money), our liability is limited to £25 per person as you are assumed to have taken out adequate insurance at the time of booking.

Please note we cannot accept liability for any damage, loss, expense or other sums of any description which

a) 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.

b) 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.

Additionally we cannot accept liability for any business losses.

In all cases, the liability of Far & Ride Ltd in relation to any service is limited in accordance with the provisions of all international conventions relating to the provision of such services as if Far & Ride Ltd was a supplier of the services in question, for the purpose of the relevant convention.

## **10. Travel Documents & Arrangements**

Far & Ride will do their utmost to provide assistance in finding and booking suitable travel arrangements for your holiday. However, with the exceptions of transfers as per itinerary, Far & Ride Ltd is not responsible for travel arrangements to and from your destination. General information regarding passport requirements, visa and health formalities will be sent to you on confirmation of your booking. However, such matters are subject to change and you must check current requirements before departure. It is your responsibility to ensure that you have all the necessary documentation for your holiday and Far & Ride Ltd will not be held responsible for complying with requirements current at the time of your departure or any losses or costs incurred from such omission on your part.

## **11. Delays**

We regret Far & Ride Ltd are not in a position to offer any assistance in the event of a delay at your outward or homeward point of departure. Please refer to your carrier for assistance.

## **12. Behaviour**

On signing the booking form, you accept responsibility for damages and loss caused by you or any member of your party. Full payment for any such damage or loss must be paid directly to the appropriate party immediately. If you fail to do so you must indemnify us against any claims including legal costs subsequently made as a result of your actions.

We expect all clients to behave with consideration to other people. If, in our opinion, or in the opinion of any other person in authority, any person behaves in such a way to cause or be likely to cause distress, danger, or annoyance to any third party or damage to property, we reserve the right to terminate the holiday arrangements of that person without notice. In this situation, our responsibility towards that person (including any return transfer arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses that they may incur as a result. We will not make any refunds or pay any compensation,

## **13. Special Request or Medical Problems**

Although Far & Ride Ltd will endeavour to forward any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed onto a supplier or the inclusion of the special request on your 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.

## **14. Complaints**

If you have a complaint or are unhappy about any aspect of your holiday, you must immediately inform the guide or operator of your holiday so that they can endeavour to put it right. If the matter cannot be resolved locally to your satisfaction and you wish to make a complaint you must telephone or fax Far & Ride Ltd (we will accept reverse charge calls) at that time so that we may try and resolve the situation. If you are still not satisfied, you must notify us in writing, giving full details of the complaint,

So that it reaches us not later than 28 days after the last day of your holiday. If you fail to follow any of these instructions, we will not accept any responsibility for the matter giving rise to your grievance, having been unable to put it right immediately or investigate it at the appropriate time.

## **15. Data Protection Policy**

So that we may process your booking and ensure your travel arrangements run smoothly, we need to use the information you provide such as name, address, riding experience, specific requirements, etc. We take full responsibility for ensuring proper security measures are in place to protect your booking. We will not pass your details onto third parties not connected with your booking. It is necessary to pass information provided by you onto the relevant suppliers. The information may also be subject to security or credit checking companies, public authorities such as customs, immigration, if required by them or as required by law. Unless informed otherwise by you, we may use your information to provide you with future offers and information.

## **16. Financial Security**

In compliance with the UK Package Travel, Package Holidays and Package Tour Regulations 1992, an insurance policy has been arranged to protect the monies paid in respect of the travel arrangements offered.

Protected by Total Payment Protection Policy (topp) under policy no FRAL/topp/07/01

In the unlikely event of financial failure, subject to the terms and conditions of the Policy, customers' prepayments for non flight inclusive packages will be reimbursed. Where return travel to the UK is included in the package purchased, customers will be repatriated to the UK. topp is underwritten by Travel & General Insurance Company plc, authorised and regulated by the Financial Services Authority.

## **17. Conditions of Suppliers**

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may exclude or limit the suppliers liability to you, usually in accordance with the appropriate international conventions.

## **18. Photography**

Far & Ride Ltd may wish to use photographs of film taken during your holiday by suppliers or ourselves. In the event of us wishing to do so, we would always seek your permission in writing. We are also aware that to comply with legal requirements, written consent must be obtained from parents or legal guardians before taking photographs of children. We would ask foreign suppliers to respect this requirement but we cannot be held responsible if they do not comply.