

# BOOKING CONDITIONS

## **Your contract is with Wandering Aengus Treks**

Below are the details of the terms and conditions of the booking agreement. Please read them carefully. When you make the booking and we accept it, a legally binding contract is made. When you sign the booking form you (and any other person on whose behalf you book) agree to accept all of these conditions, and you acknowledge that you have read the relevant trip dossier. You also warrant that the information given by you on the booking form is complete and true. A contract will exist as soon as we issue our confirmation of your booking. This contract is made on the terms of these booking conditions; any disputes arising from this contract are to be decided by the English courts, unless the Customer chooses Scotland or Northern Ireland.

### **1. Making Your Booking**

You can make your booking on-line using all major credit and debit cards through the secure transaction portal of PayPal® by visiting our website at [www.wanderingaengustreks.com](http://www.wanderingaengustreks.com). Alternatively you can make your booking by post to our address at Fellside End, Fellside, Cumbria CA7 8HA, United Kingdom. It is also possible to pay by direct transfer at your bank. For the latter, please contact us for details of our account. When you make the booking you must pay a non-refundable deposit of £150 per person. If you make your initial booking by telephone or e-mail we will hold a secure place for you for seven working days. Payment may be in US\$, £ Sterling, or Euros. If booking by post, cheques should be made payable to Wandering Aengus Treks. Please note that payment by cheque in currency other than British pounds will involve a fee of US\$30 or 22 Euros to cover our bank costs and this will be included in the total of the final balance payable. Please also note that if you make your payment by bank transfer you must make sure the amount deposited covers all charges your bank might levy. The balance of the price of your trip must be paid at least 30 days before your departure date. If the deposit and/or balance is not paid in time, we may cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit and deem it as cancellation. All monies you pay to a travel agent are held by him on our behalf at all times.

### **2. Exchange Rates**

All our trips are priced in GB pounds. Payment may be made by any of the methods described in section 1. above in GB£, US\$ or Euros. The prevailing exchange rate will be applied at the time of actual payment both for the deposit and the final balance.

### **3. Your Financial Protection**

Wandering Aengus Treks is fully compliant with the 1992 'Package Travel, Package Holidays and Package Tours Regulations'. All monies paid to us are held secure in a trust account administered by a completely independent body. In the unlikely event of insolvency or failure by us to provide the services agreed, the independent trustees will arrange to refund any money you have paid to us for an advance booking. Full details of this scheme will be provided with your booking confirmation.

### **4. If You Change Your Booking**

If, after our confirmation invoice has been issued, you wish to change your chosen departure date or trip, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £10, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

### **5. If You Cancel Your Trip**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification of cancellation from the person who made the booking or your travel agent on your behalf, must be received by us. It is our policy in the event of cancellation to refund any recoverable costs to our customers (except initial trip deposits). However, you should note that once a booking is made, money is committed on your behalf to hotels etc, and cannot necessarily be recovered. Therefore, cancellation charges up to a maximum shown below, may be applicable.

Period before departure within which notice of cancellation received by us	Maximum amount of cancellation charge
More than 30 days	Deposit only
30 – 14 days	Deposit or 25% of trip cost (whichever is greater)
14 – 7 days	50% of trip cost
Less than 7 days	100% of trip cost

### **6. If We Change or Cancel Your Trip**

If we have to make a major change to your trip such as a change to your departure date or a lower than advertised standard of accommodation, resulting in a significant inconvenience with regard to your trip we will notify you and give you the choice of cancelling for a full refund. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required is not reached, we may have to cancel your trip. However, we will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of force majeure, consolidation, inadequate insurance cover or failure by you to pay the final balance.

### **7. Our Liability to You**

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described in our literature. We accept responsibility for the acts and/or omissions of our employees, suppliers and sub-contractors except where they lead to death, injury or illness.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.

Wandering Aengus Treks is liable for the negligence of its employees and suppliers when they are acting in the scope of their employment or in the provision of the travel arrangements. Wandering Aengus Treks is not liable for any failures that occur in the performance of the travel arrangements which are attributable to the consumer, or attributable to a third party unconnected with the provision of the services and unforeseeable or unavoidable, or are due to unusual and unforeseeable circumstances beyond the control of Wandering Aengus Treks, and which could not have been avoided even if all due care had been exercised.

### **8. Your Responsibility**

Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in activity trips, particularly mountain and other upland walks and hikes, which involve walking on uneven and possibly loose or steep ground, and which may take you away from speedy access to medical facilities. You must ensure by reading the relevant trip dossier that you fully understand what is involved in undertaking your chosen trip, and that you are mentally and physically capable of undertaking the activities contained in your chosen trip. You must tell us if you have an existing medical condition or disability that may affect your trip before you book. This will enable us to provide for any special arrangements which may be required. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed and on-line trip information.

### **9. Travel and Cancellation Insurance**

We strongly recommend you arrange adequate insurance for the complete duration of your trip. This insurance should include cover for hiking (which may be classified as a hazardous activity) and should provide for medical expenses in the event of illness or injury, and the cost of repatriation (if resident outside the U.K.). We also recommend that you consider cover for cancellation and curtailment of your trip by you or a third party (e.g. Your airline).

### **10. If You Have A Complaint**

In the unlikely event that you have a problem during your trip, please inform us and we will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at Wandering Aengus, at Fellside End, Fellside, Cumbria CA7 8HA, United Kingdom.

### **11. What Happens to Complaints**

It is unlikely that you will have a complaint that cannot be amicably settled between us. However, disputes arising out of, or in connection with, this contract that cannot be amicably settled may (if you wish) be settled in a small claims court. These courts which are part of the British County Court system are an inexpensive way to settle disputes which involve claims of £5,000 or less. It is not necessary to use solicitors in a small claims court. Hearings will usually last no more than 1 day (5 hours). The court can also deal with a case without holding a hearing. They will just consider the case "on paper". If the judge decides the case is suitable to be dealt with without a hearing they will inform both claimant and defendant. The court can also deal with a case by a "telephone hearing" This will be arranged using a BT conference call out system.

## **WANDERING AENGUS TREKS**

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