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### BOOKING TERMS & CONDITIONS

The following Booking Conditions together with the general information contained on our website form the basis of the contract between you (the client) and us (Rustic Trails). Please read them carefully as they set out our respective rights and obligations.

#### 1. THE BOOKING FORM

All bookings must be made on our Booking Form and signed by the party leader who must be over 18 years of age. For group bookings, there should be one single payment. The party leader is responsible for making all payments due to us and guarantees payment of the full cost of the holiday for all those mentioned on the Booking Form and of others whom he may later add. Once we have received your Booking Form and all appropriate payments, we will confirm your holiday by issuing a confirmation invoice. A binding contract between us comes into existence when we dispatch this confirmation invoice to the party leader. Telephone quotes are subject to written confirmation.

#### 2. PRICES

The prices quoted on our website or in our publicity and promotional materials are correct at the time of publication. In the event of any changes in our prices to those stated we will notify you prior to accepting your booking.

#### 3. PRICE GUARANTEE

Whilst we reserve the right to change our prices your confirmation invoice price is fully guaranteed and will not be subject to change.

#### 4. DEPOSITS

A non refundable deposit of £100 per person is payable at the time of booking. Payment may be made by cheque (made payable to hikeorbike), bank transfer or by credit card and in the case of group bookings, there should be one single payment. If we are required to take more than one payment in respect of a group booking we reserve the right to levy an administration fee of £20 per group booking.

#### 5. BALANCE

For guided and unguided holidays, the balance of the holiday cost is payable 8 weeks before departure or full payment if booking within 9 weeks of departure. The date of payment will be shown on the confirmation invoice. If we do not receive all payments due in full by this date, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges laid out below will be payable. Payment may be made by cheque (made payable to hikeorbike) by bank transfer or by credit card. In the case of group bookings the outstanding balance should be made by one single payment. If we are required to take more than one payment in respect of a group booking, we reserve the right to levy an administration fee of £20 per group booking.

#### 6. AMENDMENTS BY YOU

If you wish to make amendments to your booking after the contract is formed we will do our best to arrange this. Amendments requested within eight weeks of departure may result in cancellation charges as laid out below.

#### 7. CANCELLATION BY YOU

You or any member of your party may cancel your holiday at any time providing that the cancellation is made in writing by the person signing the booking form. Cancellation charges will be calculated from the date of receipt of the written (email or post) cancellation. Rustic Trails takes no responsibility for non-delivery or non-receipt of the notification of cancellation. Cancellation charges will be made as follows:

Days before departure within which written notification of cancellation is received by us	Amount of charge as a % of the total holiday cost
More than 56	loss of deposit
56-43	50%
42-29	75%
28-0	100%

We reserve the right to re-sell any part of a cancelled holiday and this does not affect our right to levy the cancellation fees.

#### 8. AMENDMENTS BY RUSTIC TRAILS

We will do our utmost to deliver the holiday which we are contracted to provide you. As our holidays are booked months in advance, we may occasionally have to make changes and reserve the right to do so at any time. If we do alter your holiday in any way, we will inform you of the alteration as soon as possible. In the event of a major change we will offer you the choice of; agreeing to the changes and accepting their impact; cancel your holiday and receive a full refund of monies paid by you to us.

#### 9. CANCELLATION BY RUSTIC TRAILS

If through circumstances beyond our control Rustic Trails is forced to cancel your booking all monies paid to us will be returned in full. Circumstances beyond our control do not include events amounting to 'force majeure'. Force majeure means unusual and unforeseen events such as war or threat of war, riot, terrorism, natural disasters, fire, industrial disputes, technical problems or accidents with airports or transport, adverse weather conditions or governmental action.

## 10. GUIDED HOLIDAYS

On a guided holiday it is necessary that you abide by the authority of the leader who represents Rustic Trails. Signing our booking form signifies your agreement to this, and if you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate your participation in the holiday without liability on our part. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

If a client is unable or does not choose to complete an itinerary outlined for a holiday, Rustic Trails is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group.

## 11. PROMOTIONAL MATERIAL

Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides and the internet.

## 12. OTHER GROUPS

We reserve the right to have other parties staying in the house unless the whole house is taken by you.

## 13. BEHAVIOUR

The client must undertake to behave in such a manner as not to disrupt the enjoyment of other guests staying in the house, or prejudice the reputation of Rustic Trails with our customers, its suppliers, staff or local residents. The holiday of any client or party in breach of this clause may be terminated immediately and without compensation and Rustic Trails will have no further contractual obligations to them. Clients shall indemnify Rustic Trails in respect of all and any claims made against Rustic Trails as a result of damage caused to the house or any of its contents. All losses, damages and breakages whether accidental or deliberate, will be charged to the client and must be paid for before departure from the house.

## 14. DAMAGE DEPOSIT

We reserve the right to levy a damage deposit in certain circumstances prior to arrival.

## 15. COMPLAINTS

If you have a complaint or problem with your holiday we would ask you to discuss this with us whilst you are here, in the first instance, and we will try to resolve any problems immediately.

## 16. INSURANCE

It is a condition of booking that all clients have appropriate insurance at the time of booking.

## 17. SERVICES PROVIDED BY THIRD PARTIES

Bookings for extra services such as taxis, extra activities made on your behalf by Rustic Trails are subject to the terms and conditions laid down by the service provider and additional terms which may be laid down by Rustic Trails. Rustic Trails does not warrant the standard of performance of any additional services. You take full responsibility for satisfying yourself in advance as to the quality and provider ability to deliver the services and will address any complaints about the extra services with the respective provider(s) directly.

## 18. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to ensure that you are in possession of a valid passport and all necessary travel and health documents before departure. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from most post offices.

## 19. WEBSITE CONTENT

We make every effort to ensure the accuracy of the information contained on our website and in any publicity material we write. However, content is subject to change from time to time. We will endeavour to notify you of any changes known to us affecting your holiday prior to issuing you with our booking confirmation. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

## 20. LIMITATION OF LIABILITY

We accept responsibility for the services we have contracted to provide. If you suffer personal injury or death from any activity which is not part of your holiday booked with us, but occurs during the holiday we will not be liable for any compensation. Rustic Trails accepts no responsibility for the acts or omissions of its clients whether negligent or otherwise and shall not be held liable for any claims made against its clients either by other clients of Rustic Trails or third parties.

**Bookings and enquiries: telephone 0845 680 0475 or e-mail: [info@rustictrails.co.uk](mailto:info@rustictrails.co.uk)**

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