



The Tracy James

Natural Horse Centre



BOOKING CONDITIONS

1) The Contract Between Us

In the Booking conditions, "The Company" shall mean Tracy James trading as The Natural Horse Centre, Bobadilla Estacion, Malaga, 29540, Spain, "The Agent" shall mean Marilyn Harper of 22 Parkway, New Mills, High Peak, Derbyshire SK22 4DU, England, trading as "Just Travelling", which is an ABTA bonded agent and "The Client" shall mean each person, named on the Booking Form. The word "Holiday" shall also mean the undertaking of any Courses at the Natural Horse Centre, Bobadilla Estacion, Malaga 29540, Spain

The booking Form must be signed by the first named person, who must be at least 18 years of age. A parent or guardian must sign on behalf of any minor under the age of 18.

When you complete and return the Booking Form you agree to accept all these conditions on behalf of yourself and all the other persons named on the Booking Form. The first named person will be responsible for all payments due in respect of the holiday or course.

A contract will only exist between the Client and the Company once a completed Booking Form and deposit, or the full payment have been received by the Agent or by the Company, and a confirmation of the booking has been sent to the Client.

The Contract between us and matters arising out of it are governed by English Law. In the unlikely event of any dispute between us, we both agree this will be dealt with by the Courts of England and Wales.

2) Payment

A deposit which is non-refundable, must be paid and is accepted as part payment of the total price. The balance of the cost shall be paid no later than 4 weeks before the start of the holiday. The Company reserve the right to re-book a holiday with another client should the balance due not be paid at least 4 weeks before the start of the holiday and levy charges as set out in clause 5 below. After we have dispatched our confirmation and invoice for the balance, no further reminders will be sent.

Payment in full is required at the time of booking if the holiday is less than 4 weeks before the start.

If you book by telephone the completed Booking Form and appropriate payment must be received within seven days, otherwise we reserve the right to cancel the reservation.

3) The Cost Of Your Holiday

Once your holiday has been booked, we will not increase the price or make any surcharge. However, we reserve the right to increase or decrease the prices of unsold holidays at any time before your booking is confirmed. If the prices have changed prior to your booking you will be given the correct current prices at the time of booking.

4) Cancellations by You

Should you or any member of your party need to cancel your holiday once it has been confirmed, the person who signed the booking form must immediately advise us in writing. Cancellation charges will be then payable from the date of the receipt of your advice as set out below to compensate us for the cost of making your booking and the difficulty we may have in re-booking the cancelled holiday with another client.

Number of days from the start of holiday that written notice of cancellation is received:

56 days or more – Cancellation Charge – Deposit only

55 29 days – Cancellation – 50% of total holiday cost

Less than 29 days – Cancellation Charge – 100% of total holiday cost.

It is strongly recommended that you take out holiday cancellation insurance. Depending on the reason for your cancellation, you may then be able to reclaim these cancellation charges from the insurance company.

If you are prevented from traveling, you may be able to transfer your place to someone else (introduced by you) providing you notify us not less than two weeks before departure. Where you are able to transfer your place to a person of your choice, we reserve the right to amend or decline them as an alternative client, if we feel their personal requirements are too difficult for us to provide within the time. In such circumstances you will be liable for the cancellation charges as set out.

5) Cancellation By Us

We reserve the right to cancel your booked holiday should full payment not be received at least four weeks before the start of the holiday (except in the case of late bookings) and levy cancellation charges as set out in clause 4.

On rare occasions, it may be necessary for us to cancel or withdraw a confirmed holiday and we reserve the right to do so, without previous notice. In such circumstances, the Company will refund the full sum paid by the Client, upon which all liability of the Company to the Client shall cease. The Company will not be liable for any costs or expenses you may have as a result of any cancellation or withdrawal.

In very rare circumstances we may be forced to cancel your holiday because of circumstances beyond our control. "Force Majeure", as set out in 6 below. In these unusual circumstances, we regret that we cannot make any refunds, meet any costs or expenses you may incur as a result, or pay any compensation.

6) Force Majeure

We regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason or circumstances amounting to "Force Majeure". In these Booking Conditions "Force Majeure" means any event which we, even with due care could not prevent, foresee or avoid, such as war, threat of war, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. In such circumstances, the Company shall be entitled to deduct from any refund any sums expended by them in the arrangement of the holiday or part thereof, plus a reasonable sum for overhead expenses.

7) Our Liability To You

We accept responsibility for ensuring that the accommodation, meals, equestrian tuition and activities are properly performed. We cannot accept liability for any failure to perform if improper performance was due to:

- a) Your own acts and/or omissions
- b) The acts or omissions of a third party not connected with the provision of your arrangements which were unforeseen or unavoidable
- c) An event which could not have been foreseen or forestalled even with due care.

The Company has no liability whatsoever for your travel arrangements, provision of suitable riding wear, car hire, insurance or travel documents.

The Company will be under no liability whatsoever for any injury, damage, loss, vexation, distress, disappointment, inconvenience or irregularity suffered by the Client, unless and to the extent that the same has been proved to have been the negligence of the Company. Luggage, valuables and all other personal effects at all times are at the Clients risk, unless and to the extent that the loss or damage is proved to have been caused by the negligence of the Company.

8) Your Responsibilities

You are responsible for completing the Booking Form in an honest manner, particularly ensuring that all riders have accurately described their riding ability. Riders may be assessed before they begin their riding activities and you hereby accept that the selection of suitable horses and activities is totally at the discretion of the Company.

When you book a holiday with us you accept responsibility for any damage or loss caused by you or any member of your party. Proper payment for any such damage or loss must be made at the time.

You agree to ensure that you and your party have consideration for other people at all times and to conduct yourselves in a courteous and sensible manner. If, in our opinion, or in the opinion of any other person in authority, any person in your party behaves in such a way as to cause, or to be likely to cause, distress, danger or annoyance to any third party or damage to property, we reserve the right to modify or terminate the holiday arrangements of that person without notice. In this situation, our responsibilities towards that person will immediately cease and we will not be responsible for meeting any costs or expenses that may incur as a result. We will not make any refunds or pay any compensation.

You hereby acknowledge that even the best supervised equestrian activities are inherently dangerous and accept these risks freely.

You accept that the Company is responsible for providing accommodation, (when applicable), meals and

Equestrian activities as detailed, but all travel car hire, transport to and from The Natural Horse Centre, passport, visa, currency and other travel arrangements are totally your responsibility.

8) The Liability Of Our U.K. Agent

The Agent making the booking acts only as a reservations agent making bookings on behalf of the Company and the Client. The Agent accepts responsibility for arranging with due care and diligence any reservations for a holiday with the Company but cannot accept liability due to any failure or shortcomings in respect of the holiday, or any loss, damage or injury arising because of omissions, neglect or negligence by the Company or third parties, or the cancellation of the holiday in circumstances beyond their control.

The Agent shall not be liable for breach of contract or any unintentional or careless acts or omissions on the part of the Company, which result in loss, damage, delay or injury to the Client. The Agent does not guarantee any of the Company's rates, booking or reservations. The Client's signed and completed Booking Form shall constitute consent to the above and an agreement on the Client's part to convey hereof to the holiday companions entered on the Booking Form.

9) Insurance

It is an essential condition of the contract between us that all members of the holiday group have adequate insurance for the full duration of the holiday to cover them for personal injury, medical expenses, death and repatriation. We would also strongly advise that you extend this insurance to cover holiday cancellation, personal effects and currency. You should be certain to tell your insurance company that the holiday involves equestrian activities. The Company will not be liable for any personal injuries sustained during the course of the holiday, unless it can be proved that such injury was directly caused by neglect or direct action of the Company or its employees.

10) Safety Issues

While in the vicinity or whilst riding horses, you must conduct yourself in a safe manner at all times and comply with the instructions of any person in charge. It is a condition of your booking that you accept that the person entitled to require you to dismount, or to refuse to allow you to ride, if for any reason, including your inability, behaviour or health, they consider that you may endanger the safety or welfare of yourself, the horses or any other person.

You accept that there are inherent risks involved in being in the vicinity of horses and in horse riding and confirm that you are fully aware and accept these.

11) Changes By Us

All information contained in the printed matter and on the website is published in all good faith and is believed to be correct at time of going to press. However, the Company reserves the right to modify, alter or curtail your holiday or riding itinerary without liability.

12 Your Medical History

If you have any medical problem or disability which may affect your booking arrangements, you must advise us in writing at the time of booking giving full details. If we feel unable to properly accommodate your needs we must reserve the right to decline or cancel your booking.

Signature_____

Date____/____/____