

BOOKING CONDITIONS

INYTUR 2010 - Trek and Ride

1. Our contract

All bookings are made with Inytur 2010 SL travel agency, license GC 002159 trading as Trek and Ride. By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 46 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

Your booking is accepted on the understanding that you realize and accept the potential risks and hazards that can be involved in activities of this kind that are mentally and physically capable of participating in the activities demanded. You are responsible for bringing with you the proper clothing and equipment about which we advise you in our printed information Trek and Ride, along with our guide/leader and anyone else working in association with us, are not responsible for any accident or mishap that may occur in connection with any part of, or services connected with the trip.

3. Your details

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions (including allergies) you have which may affect your ability to complete your travel arrangements. Your booking cannot be confirmed without provision of these details.

4. The cost of your holiday

Please note, changes and errors may occur. You must check the price of your chosen holiday at the time of booking.

We reserve the right to increase / decrease and correct errors in advertised prices at any time before your holiday is confirmed. Trek and Ride will advise you of any error of which we are aware and of the then applicable price at the time of booking. In such instances we will be responsible for the first 2% of the additional costs and you will be responsible for the balance. If any surcharge

results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full (VAT is included in the total price).

5. Cancellation by the traveller

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. Cancellation charges are as follows:

- a) up to 46 days or more prior to departure, 20% cancellation charge (loss of deposit)
- b) 21-46 days before departure 50% cancellation charge
- c) 20 days or less before departure 100% cancellation charge

Please ask for full details of cancellation charges at time of booking. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

6. Cancellation by Trek and Ride

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 the trip (for the programmed guided trips)

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 then a full refund will be paid. In circumstances where the cancellation is due to external events outside our reasonable control, refunds will be less any unrecoverable costs.

We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

7. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include

actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

8. Booking amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 46 days prior to the proposed departure date. A fee of €120 per person per change will apply (in addition to any charges levied by hotels, ground operators or others). If you notify us less than 46 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period. Amendments to any other arrangements made in conjunction with your trip will incur an €60 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or others. No amendments are permitted to your booking within 10 days of departure.

9. Change of itinerary

While we endeavor to operate all trips as described, we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible, if there is time to do so before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

10. Age & Health requirements

Minimum General Policy: For the majority of our trips the minimum age for children is 12. All travellers under the age of 18 must be accompanied by an adult who is responsible for the child's day-to-day care. Please note we cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

Maximum General Policy: For the majority of our trips we have no upper age limit, though we remind you that our trips can be physically demanding and a Self-Assessment form is required for all passengers 70 years and over. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper

and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

11. Small groups & combination trips

Our trips are guaranteed to depart once they have one fully-paid traveller unless minimum group size specifically states otherwise. This means at times we can have small groups. Many of our trips are designed to fit with other departures to create a longer 'combination' trip; this means that some of your group may have already been travelling together for some weeks when you commence your trip. If you would like to know how many people are booked on your trip, or any combination trip it is part of, please ask prior to making your booking.

12. Passport and visas

We will do our utmost to provide assistance in finding and booking suitable travel arrangements for your trip. However, you must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for six months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

13. Travel insurance

Travel insurance is compulsory for all travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US \$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip; you will not be able to join the trip without it. If you obtain travel insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

14. Liability

In the booking form, you accept that Trek and Ride trips (horse riding, biking, walking and trekking and multiactivity) are classed as a risk sport that need physical conditions and you accept the characteristics of the trails and its difficulties.

We will accept liability for the negligence of our staff or agents causing death or physical injury to persons or loss or damage to personal property only to the extent it is obliged under the applicable law. Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities (This acceptance of liability is subject to clause below).

We shall not be liable for any damage or loss if the failure to carry out the contract is:

- Attributable to you.
- Attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.
- Due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.
- Due to political disputes, borderclosures, refusal of visas, industrial action, climate or other matters of a similar nature and any other force majeure.
- Due to an event which the Company, even with all due care, could not foresee or forestall.

Except in cases involving death, injury or illness, any liability is limited to three times the price paid. In the case of damaged property, the liability is limited to a maximum amount equal to the amount paid by, or on behalf of, the owner of the property. In all cases, the Company specifically excludes all liability for indirect or consequential loss or expense including loss of profits and in all cases our liability will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements.

15. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

16. Claims & complaints

If you have a complaint or are unhappy about any aspect of your trip please inform your guide or our local representative at the time in order that they can attempt to rectify the matter. If the matter cannot be resolved locally to your satisfaction and you wish to make a complaint you must telephone or email Trek and Ride at that time so that we may try and resolve the situation. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour. 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.

17. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to

allow all remaining terms and conditions to survive and continue as binding.

18. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

19. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our website).

20. Applicable law

The laws of Spain, govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Spain.

21. Registered address

Inytur 2010 SL – Trek and Ride
c/ Jaime El Conquistador, 28
28045 Madrid (Spain)
License GC 002159