

# BOOKING CONDITIONS

All bookings are made and accepted in accordance with the terms set out in these conditions.

## Deposit and Balance of Payment

A deposit of £ 75 per person is required at the time you make a reservation. A contract will come into effect between the client and Wight Walks when we send out our confirmation invoice. If a booking cannot be confirmed by Wight Walks, the deposit will, of course, be returned. The balance is due 60 days before departure. When a booking is made within 60 days before departure, a reservation is secured upon receipt of the total holiday cost

## If you alter you're booking

If you wish to make any alteration to your booking after it has been confirmed by us, we will do our best to accommodate your request, which must be specified in writing. An amendment fee of £50 per alteration per booking will be made to cover the necessary administration costs incurred. All changes are subject to availability, and if we are able to make the change, you will be liable to pay any costs which result. We should emphasize that we cannot accept liability for any loss, damage or additional expense incurred by you as a result of choosing to make any change.

## If you transfer you're booking to another person

If you, or any member of your party, are unavoidably prevented from travelling, you or they may transfer the booking to another person, provided that this is done 28 days or more before departure. The person to whom the trip is transferred must meet any conditions which apply to it. The right to transfer is subject to payment of an administration fee of £25 per trip. If for any reason you decide not to travel (rather than cancel your booking and lose your deposit) you may transfer your booking to another trip subject to the following conditions: All monies due to Wight Walks at the time of the transfer become non-refundable and may only be off-set against a trip to be taken within 12 months of the transfer date and the following transfer charges apply. Up to 28 days before departure you can transfer your booking for a nominal administration charge of £75 per booking (i.e.: not per person) After 27 days or less before departure cancellation charges apply (see below).

## If you cancel you're booking

Cancellation of booking will become effective upon receipt of written notification from you. And the following cancellation charges will be due: Up to 42 days before departure: deposit only. 42-28 days 30% of the invoice total or your full deposit, whichever is the greater; 27-14 days before departure: 60% of the invoice total or your full deposit, whichever is the greater; Cancellation 13-7 days before departure: 80% of the invoice total or your full deposit, whichever is the greater; Cancellation 6 days or less before, or after departure: 100% of invoice total. If the reason for the cancellation of your holiday falls within the terms of your insurance policy, then any such charges may be refunded to you by your insurance company. If we alter you're booking If we have to alter your trip before departure, any alteration will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so or pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below. When an alteration is a major alteration (and a major alteration is an alteration which involves a change of start date or a change to accommodation of a lower rating) we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday, if we are able to offer one, (and where this is of a lower price, we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid, excluding any amendment charges or insurance premium. In addition, in appropriate cases, and where the change is not made as a result of force majeure as defined below we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Force majeure is unusual and unforeseeable circumstance beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers, or other similar events beyond our control.

## If we cancel you're booking

We reserve the right in any circumstances, including cases of under booking (as defined below) or force majeure (as defined above) to cancel your holiday. If we have to cancel your holiday, you will have the choice of taking an alternative holiday, if we are able to offer one, (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid, except any amendment charges or insurance premiums. In addition, in appropriate cases, and where such cancellation is not due to under booking or force majeure, we will pay you compensation which is reasonable taking into account all the circumstances. We reserve the right to cancel a booking without any obligation to refund or make alternative arrangements or pay any compensation where you fail to make payment or otherwise your behaviour brings the holiday to an end. We also reserve the right, for any reason or at any time, at our sole discretion, to decline to accept or to retain any person as a client particularly if their conduct is disruptive and affecting the enjoyment of other participants of the trip, and we shall be under no liability for any costs incurred by such a person as a result of our doing so.

## Accommodation

The cost of each trip is based upon accommodation in twin-bedded or double rooms. Those requesting single rooms will be charged a single room supplement, and should be aware that single rooms are of limited availability, and when not doubles used for single occupancy may sometimes be of an inferior standard. In paying a single room supplement you are almost invariably ensuring privacy rather than comfort. Double rooms used for single occupancy may on occasions be smaller than double rooms used for two people sharing. However, in the event of a single traveller on an escorted trip who has requested a shared room receiving a single room, no supplement will be charged. The nature of accommodation on each trip is described in individual itineraries. Reservations are accepted on the understanding that, whilst each hotel is usually one of the most characteristic and comfortable available, you are fully aware that limitations imposed by the itineraries make it inevitable that the character, and sometimes the standard, of accommodation may vary from place to place and may not suit your requirements. It also should be noted that any conditions of individual accommodation on your holiday must be respected without exception.

## Suppliers' Conditions

Suppliers such as accommodation and transport providers have their own booking conditions or conditions of carriage and you will be bound by these so far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant supplier. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant supplier. Whilst the information in this brochure is correct at time of going to print, we reserve the right to change any of the prices, services, or other particulars contained in this brochure at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into any contract.

## Prices

Whilst the information in this brochure is correct at time of going to print, we reserve the right to change any of the prices, services, or other particulars contained in this brochure at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into any contract. We guarantee that the price of your holiday will not be subject to surcharges less than 28 days before departure. Where a surcharge is payable and if this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of the surcharge invoice.

## Health and Fitness

Bookings are accepted on the understanding that all persons travelling are normally in good health and physically equal to the minimum demands of the chosen trip. If this is in doubt the Booking Form must be accompanied by a doctor's certificate stating that it is entirely safe for you to go on the particular holiday you have chosen.

## Insurance and Health Requirements

Please note that adequate travel insurance (including medical, personal accident and repatriation in the event of illness, baggage, money and liability cover as well as loss of monies paid in the event of cancellation) is a condition of booking

## Liability

(i) Our obligations, and those of our suppliers providing any service or facility involved in your trip, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our suppliers are actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements will be proper performance of our and our suppliers' obligations. (ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraphs (i) above and (iv) below, should any part of your trip not be as described in the brochure. If we accept liability, we will, subject to paragraphs (v) and (vi) below, pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers constitute the full amount of your entitlement to compensation will be deducted from any sum paid to you as compensation by us. (iii) For claims which involve death or personal injury as a result of an activity forming part of your trip, we accept liability subject to paragraphs (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation. (iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure in your trip or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled. (v) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your trip. (vi) It should be noted that our acceptance of liability in paragraphs (ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is, in any way responsible for the failure of your trip or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled (vii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your trip.

## Complaints and Arbitration

Any complaint should be communicated to the Company's representative as soon as it arises. Failure to notify our representative at the time, providing the Company with an opportunity to rectify the cause of the complaint may result in your loss of any legal rights in respect of the particular matter. If the issue is not resolved, then the complaint should be made in writing to Wight Walks at the Company address within 28 days of the end of your trip. Should the complaint still not be resolved, the AITO independent dispute service (for which application must be made within six months of the date of your return from holiday) will be available to EC residents. This contract is Governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.