

# 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 indicate on your booking form you (and any other person on whose behalf you book) agree to accept all these conditions, and you acknowledge that you have read the relevant information about the holiday on our website. 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 by visiting our website at [www.wanderingaengustreks.com](http://www.wanderingaengustreks.com). When you make the booking, you must pay a non-refundable deposit of £150 per person for bookings of 2 persons or more and £300 for solo walkers. Deposits can be paid by credit and debit cards through the secure transaction portal of PayPal®. Payment can be made in any currency acceptable to Paypal.

### 2. Exchange Rates

All our trips are priced in GB pounds. The prevailing exchange rate used by Paypal and/or our bank will be applied at the time of actual payment both for the deposit and the final balance.

### 3. Balance Payments

Payment of the balance of your holiday must be made at least 6 weeks before your departure date. Our preferred method is by bank transfer and we will provide our account details on your balance invoice. Payments in currencies other than GB pounds or transfers from banks outside the UK may incur charges and it is the responsibility of the client to pay any and all charges associated with payment of the final balance. Alternatively, you can make your balance payment by cheque (GB pounds only). If you are resident outside of the EU or the EEA and are paying from an account outside the EU or EEA, you may also pay your balance by credit or debit card via Paypal and on request, we will send an invoice by email which will allow you to do this. Please note that balance payments via Paypal will incur an additional charge (levied by Paypal) of approximately 4.5%. 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.

### 4. Your Financial Protection

Wandering Aengus Treks is fully compliant with the 1992 'Package Travel, Package Holidays and Package Tours Regulations' and the 2015 Package Travel Directive. 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. Details are provided with your booking confirmation and on our website.

### 5. Self-guided Information Packs

If you are a UK resident our maps, guide books, route notes and other information (the Information Pack) will be sent to by recorded delivery to the address given on your booking form. Please let us know if you would like the pack sent to an alternative address or are leaving home more than 2 weeks before the start of your holiday. If you are not a UK resident we will arrange for your Information Pack to be collected at your first night's accommodation. We provide one Information Pack per booking (not one per person). Additional information packs can be provided on request and at additional charge.

### 6. Safety on self-guided Holidays

Good navigation and fell walking skills are required on our self-guided holidays. It is your responsibility to ensure that you and your party members have the appropriate skills, levels of fitness and equipment for the holiday of your choice. If you have any doubts, please contact us to discuss your options. Some of the routes pass through very isolated areas which can be exposed to serious weather. The responsibility for ensuring the safety of the party rests solely with the party itself. Note that we also offer guiding services. We cannot accept bookings for any person under the age of 18 unaccompanied by a parent or legal guardian. You should follow the Country Code, adhere to any warnings and advisory notices along the route. And act prudently and sensibly at all times.

### 7. Accommodation for your Holiday

We will always do our best to arrange your accommodation in accordance with our advertising and your booking requirements. However, in some locations the amount and type of accommodation is limited, so occasionally some of the details may have to be altered from those advertised and/or requested. We may have to substitute a twin bedded room for a double room, or change one or more of the advertised overnight stops to another a few miles along the route. Very occasionally we may have to arrange accommodation not on the route requiring transfers. This is more likely at busy times, or if the holiday is booked at short notice.

Unless you inform us otherwise at the time of booking we will assume that twin beds are an acceptable alternative to a double, and that a variation in the location of overnight stops of up to 3 miles (except where this creates a longer day than any other on the holiday) is an acceptable modification which does not entitle you to cancel the holiday or receive a refund. We will consult with you before booking a double instead of twin beds and before changing an overnight stop by more than 3 miles. If these changes are not acceptable, you will receive a full refund.

We always try to arrange accommodation with ensuite or private bathroom. Occasionally it is not possible to book accommodation with private bathroom for every overnight stop, especially during busy periods or where the booking is made close to the time of departure. Unless you inform us otherwise at the time of booking, where no accommodation with private bathroom can be booked at a particular location or within 3 miles of the advertised overnight stop, we will book accommodation without private bathroom instead. However, if more than one third of the accommodation is without private bathroom, we will always contact you and give you the option of cancelling the holiday for a full refund.

### 8. Luggage Transfer

Where luggage transfer has been selected on self-guided holidays we will transport your luggage securely between each overnight accommodation. Baggage is limited to one bag per person unless otherwise arranged with us. Extra bags and/or additional items may be requested to be transferred at additional cost. Requests to transfer additional items must be made at the time of booking. Each bag should weigh no more than 20kg. An extra charge will be made for bags which exceed this weight. A single bag supplement is charged where only one bag is required to be transferred.

### 9. If We Change or Cancel Your Trip

We reserve the right to modify or cancel any holiday, or arrangement at any time up to 4 weeks before departure. In the event of cancellation by us you will receive a full refund, unless we can offer an alternative that you are happy with. Where we have materially modified the holiday in a way not covered in section 7 above, you are entitled to a full refund if the modifications are not acceptable to you at the time of notification to you. We will not materially modify or cancel the holiday within 4 weeks of the date of departure unless compelled to do so because of circumstances beyond our reasonable control. If you receive a refund of all monies paid to Wandering Aengus Treks due to cancellation or material modification by us, you will not be entitled to any further sum by way of compensation, damages or otherwise arising from the cancellation or modification. For guided holidays we reserve the right to cancel the holiday if the minimum number of clients required is not reached. We will not cancel your travel arrangements less than 4 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

### 10. If You Change Your Booking

If, after our confirmation has been issued, you wish to change your travel arrangements or any element of your holiday, 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. Changes to your booking requested by you are subject to an administration charge of £25 per person per element, plus any further costs we incur in making such changes. 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.

### 11. 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. Once a booking is confirmed, money is committed on your behalf and cannot normally be recovered. Therefore, cancellation charges up to a maximum shown below will be, applicable. If you are prevented from taking part in the holiday you are entitled to nominate an alternative person to take your place without payment of cancellation fees provided the nominated person meets the requirements of the holiday. In this case both you and the nominated person will be jointly liable for any costs associated with the change of booking.

Period before departure within which notice of cancellation received	Maximum amount of cancellation charge
More than 6 weeks	Deposit only
6 – 5 weeks	Deposit or 50% of trip cost (whichever is greater)
5 – 4 weeks	75% of trip cost
Less than 4 weeks	100% of trip cost

### 12. Our Liability to You

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.

### 13. Your Responsibility

**Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in this kind of holiday, 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 literature that you fully understand what is involved in undertaking your chosen holiday, and that you are mentally and physically capable of undertaking the walks involved in your chosen holiday.

You must tell us if you have an existing medical condition or disability that may affect your holiday before you book. This will enable us to provide any special arrangements which may be required.

You must bring with you the proper clothing and equipment and on self-guided holidays you are entirely responsible for navigation of your chosen route (see section 6 above).

### 14. 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, rail service etc.).

### 15. 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. 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 will be subject to English Law and will be decided by the English courts, unless you choose Scotland or Northern Ireland.

Updated 6 April 2018

## Wandering Aengus Treks

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