

## booking terms & conditions

Please read the following conditions carefully. They form the terms on which you (hereinafter referred to as 'you' or 'the client') enters into a contract with Horse Riding Patagonia (hereinafter referred to as 'HRP', 'we' or 'us') and our respective rights and obligations regarding your trip with us. In the event of any dispute or conflict as a result of your trip with us you are advised that these will be handled according to Chilean law.

### 1. Making a Booking

a) To secure a booking please send a completed booking form and a deposit of \$500 (per client) to a member of HRP staff. Full and final payment is due 8 weeks prior to the start of the trip. Please note a booking is not confirmed until you have received written confirmation from us.

b) Once you have booked a place on a trip, we guarantee no price increases in the quoted price for that trip. However, we reserve the right to adjust prices in accordance with currency fluctuations, excessive rises in dues, taxes or chargeable services or transportation costs at any time before a booking is confirmed but only where this price increase represents more than 3% of the total cost of the holiday. Price increases of up to 3% will be absorbed by HRP. Any changes in the price will be advised to you at the time of booking. No price increases will be made within 30 days of departure.

c) It is a condition of booking that you take out appropriate travel insurance for your trip and that this includes cover for personal injuries, medical expenses (including repatriation in the event of an accident or illness) and delay or cancellation of the trip. You should check that your chosen activity is not under the list of exclusions for the policy. We also strongly advise that you take out cover for any loss or damage to baggage and personal effects.

d) A booking is considered confirmed once written confirmation has been received by us. If there are any changes to the published itinerary for a trip, the final itinerary changes will be confirmed on the confirmation invoice that is sent out to clients two months in advance of departure.

### 2. Cancellation/alterations made by Client

a) If you cancel a booking more than eight weeks prior to the start of the trip, any money paid will be refunded with the exception of the deposit.

b) If after a booking has been confirmed, you are prevented from travelling due to illness or unavoidable work commitments, and wish to transfer your booking to another person (specified by you), we will accept this transfer provided we receive full details in writing of this change, together with a booking form completed by the transferee, not less than two weeks prior to the commencement of the trip. We will charge a \$50.00 administration fee for effecting this transfer. The client accepts however that they and the transferee remain jointly liable to HRP for any outstanding payments and any additional costs arising from such a transfer.

c) If you wish to cancel a booking with us at any time after confirmation of the said client on a trip, the following terms apply:

Period before start of trip within which written notice of cancellation is received by HRP	Cancellation fee
56 Days or more	Deposit
28-55 Days	50% of trip cost
Less than 28 Days	100% of trip cost

You may be entitled to claim part or all of the above charges from his or her insurance company if you have the appropriate cover (depending on the cancellation reasons).

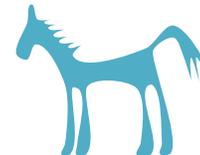
d) In the event that you choose to leave the tour early (or are required to leave as per clause 4.c) below), all liability and responsibility that we may bear to you will cease immediately.

e) Should you wish to alter your date of travel after a booking has been confirmed, HRP will endeavour to do this provided details of this change are received more than six weeks prior to the start of the trip. We charge an administration fee of \$40 for actioning this request.

### 3. Cancellation/alterations made by us

a) It may on a rare occasion be necessary to cancel a confirmed trip and we therefore reserve the right to do so. However, we will not cancel a trip within 8 weeks of departure unless: i) you/the client has failed to pay the final balance due; ii) we are forced to cancel as a result of unusual or unforeseen circumstances outside our control and which could not have been avoided even though all due care had been exercised (i.e. force majeure, see notes that follow) or; iii) the trip is cancelled because the number of people booked on the trip is less than the minimum number required for that trip. Where the trip is cancelled due to iii) above we will a) endeavour to agree an alternative trip date with the client; b) charge a small group supplement to run the trip, or c) offer a full refund of money paid to us limited to the land arrangements for the trip. In the event of cancellation due to circumstances outside of our control or force majeure (ii above) we will not pay compensation or refunds but will endeavour to rebook the trip at a future date subject to availability. Note any cancellation penalties or rebooking fees will be the responsibility of the client/agent.

**Force Majeure:** Force majeure refers to unusual and unforeseeable circumstances outside of HRP's control, the consequence of which neither the company nor its suppliers could avoid even if all due care had been exercised such as war or threat of war, riots, civil strife or commotion, terrorist activity, epidemic or health risks, pandemic, quarantine, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events or circumstances outside our control. HRP unfortunately cannot accept liability or pay any compensation for any loss, damage or expense where our obligations are prevented or affected by reason of force majeure, or where the performance or prompt performance of our contractual obligations is prevented or affected in whole or part as a result of circumstances amounting to force majeure. In this event no refunds will be issued for whole or partially unused portions of packages or unused services. Without limitation, Horse Riding Patagonia is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise, detention, assaults, theft or criminal activity, annoyance, delays, quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. We shall not be liable for any losses, damages, expenses or any consequential losses howsoever arising. All of the above are extremely unlikely but if such a situation does occur, we regret we will be unable to make any refunds, pay any compensation or meet any costs or expenses that you or the client incur as a result. b) We can provide full itineraries to you on request but for your information must state that HRP reserves the right to adjust these according to conditions such as sickness, mechanical breakdown, bad weather, hotel or camp quality issues and other conditions which the guide feels will affect the enjoyment and safety



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of those taking part. Clients appreciate that in booking a trip of this nature, they will need to exercise some flexibility and should allow for alternatives to be presented to them. The outline itineraries are what we hope to accomplish and are not contractual obligations.

### 4. Liability/Compensation

a) All activities are undertaken entirely at the clients' own risk. We are under no liability whatsoever for any injury, damage, loss, vexation, distress, disappointment or inconvenience suffered by our clients unless and to the extent that this has been proved to have been caused by negligence of HRP (save in 4 (d) below).

b) Clients accept when booking a trip of this nature that there are inherent risks involved and confirm that they are fully aware of and accept these. When riding, clients are advised for their own safety to wear a BHS/ISO 2010 approved hard hat equipped with a retention harness which must be fastened at all times while on the horse. The use of a protective helmet could prevent brain damage or death in the event of an accident. We have some hats available for use but due to the personal fit obtained with a well fitted helmet we recommend riders (and especially children) bring their own. Clients understand that they may be required to sign a separate acknowledgement and acceptance of personal liability by us before being allowed to ride. Refusal to sign will result in immediate cancellation of their booking without any claim against us for compensation. All clients will be presented with a safety briefing before riding which will be reiterated by the guide. Clients are asked to sign and confirm receipt of this briefing which is a condition of their being allowed to ride.

c) When riding or in the vicinity of horses clients are under the care of their guide (or his/her assistants). Clients must comply with the instructions of that person. It is a condition of their booking that they accept that that person is entitled to advise them on matters of safety or to refuse to allow them to ride or continue with their trip if for any reason, including their own inability, behaviour or health, they consider that they may endanger the safety or welfare of themselves, their horse, or any other person involved in the trip. If so they will have no claim against us for compensation.

d) Any damage caused to any client, other than personal injury, resulting from the improper or non-performance of the services described in our literature/promotional material will result in payment by us at our discretion reasonable compensation taking into account the individual circumstances. This compensation will be limited to 100% of the total cost of the booking with us and will not apply where i) such a failure is due to unusual or unforeseeable circumstances out of our control, the consequences of which could not have been avoided even though all due care had been exercised; or ii) the failure is attributable to the client themselves or a third party unconnected with the provision of services contracted for and unforeseeable and unavoidable, or lii) the client forfeited their rights due to a failure to report the complaint to either the guide or our local office manager during their participation in the trip: see under 6) complaints procedure below.

### 5. Your Responsibilities

a) General information regarding health and visa requirements applicable mainly to US and British Citizens will be provided by us on request and in advance of the clients' booking. However, such requirements are subject to change and it is the clients' individual responsibility to check current requirements before departure. HRP will not be held responsible for any failure on their part to obtain the necessary documentation for their holiday resulting in delay of their arrival or cancellation and/or the possible incurring of extra costs by the client. In any event HRP will not be held responsible for a clients' inability to arrive at the departure point for a trip in

good time to start the trip (howsoever caused) and clients should therefore ensure that in addition to checking visa, passport and health requirements that they also ensure their travel arrangements are in order allowing sufficient time to reach their destination in time to start their trip.

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

c) We will endeavour to meet any special dietary requests as long as these are advised at the time of booking.

### 6. Complaints

If you are unhappy with any aspect of their arrangements whilst taking part in one of our trips, you must address the complaint, in the first instance, to the guide giving him or her an opportunity to resolve the complaint during the trip. In the event that this is not possible for whatever reason, the complaint needs to be relayed to our local office in Puerto Natales (telephone or radio contact available from the Park) either during (if possible) or at the end of the trip so our staff and management are given the opportunity to rectify the problem. Failure to do this may result in you forfeiting any rights you may have including compensation if this is deemed appropriate. If the problem cannot be resolved by the guide (or our management), then you must write to us within 14 days of your return to your home country with full details of the complaint and the matter will be investigated.

### 7. Personal Belongings

HRP is not responsible for lost, stolen or damaged baggage, or any expenses occurred in the event of such a loss or damage. All personal belongings, baggage and documents remain at all times and in all circumstances the owner's responsibility. These include personal items such as passports, credit cards, cameras, mobile devices, cash etc that may occur during flights, ground transfers or storage of baggage on a clients' behalf. We ask that our clients keep all items of value with them at all times or inform a member of our staff if safe storage is required for any particular item which can be arranged on request.