

Walking Holidays in France™

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Terms and Conditions of your Booking 2010

These Conditions, together with all information relating to your chosen vacation contained on the web site or in our promotional literature, form the basis of your contract with **Walking Holidays in France/WHF**. Please read them carefully as they set out our respective rights and obligations.

1. Making your booking

Once we have received your booking and payment, we will, subject to availability, confirm your holiday by sending you a Booking Confirmation. This will normally be done within 48 hours and by email, but can sometimes take a little longer depending on how many accommodation providers are involved in the chain and the time of year you book. *We advise you not to make any international travel plans until you have received our confirmation.*

2. Payment

In order to reserve your holiday, a deposit of 20% of the full fees is required. Full payment is required if your booking is received within 8 weeks of departure.

The balance of the fees must be settled not less than 8 weeks (56 days) prior to departure. The settlement date will form part of our booking confirmation and contract with you. If we do not receive all payments due (including any supplements where applicable) in full and on time, we will send you a written reminder. If the balance is not received within 7 days of the date of this communication, we reserve the right to cancel your booking and apply the cancellation charges as detailed in Section 8 below.

Party leaders are responsible for making all payments due to us and the same terms above apply re late payments.

3. Payment methods and Bank charges

We *do not* charge administration fees for receiving payments in Euros via Paypal or in UK Sterling by cheque/check. However, our prices do not take into account any bank charges resulting from electronic transfers/wires you make into either our Sterling or Euro accounts. Under these circumstances, all bank charges are payable by the customer and any shortfall in the amount received will be payable by the customer.

Paypal is free to the payer but not to the payee. We are charged 3.5% for receiving money by Paypal and our Euro prices include this charge as Paypal is used primarily to facilitate international payments. Our Sterling prices do not therefore include this Paypal charge, which needs to be added to quoted prices in the event of payment in Sterling via Paypal.

Payment can be made in either UK Sterling or Euros as follows:

- i) UK Customers - by UK Sterling cheque; bank transfer, with all bank charges payable by the customer; and Paypal, if paying the stated Euro price only.
- ii) All International Customers - in Euros by Paypal or by international bank transfer/wire.

4. Insurance and telephone help-line support service

We consider adequate insurance to be essential to protect your own and other's health, wealth and property. WHF shall not be held in any way responsible for liabilities resulting from accidents you might have, or damage you might cause, or for your failure to be adequately insured. It is thus a condition of our acceptance of your booking that you are adequately insured.

Search and rescue in France is often done by helicopter, and it is advisable that you have cover that will pay for such bills in the unlikely event that they are incurred. Checking the relevant box on our Booking Form under Section 4, which states "I agree to obtain adequate insurance prior to travel" is deemed to confirm you have adequate walking insurance in place prior to commencing your hiking tour with us in France. If you have not checked the above-mentioned box, we reserve the right to cancel your booking, and the relevant cancellation fees in section 8 below will result.

You are also expected to have adequate health insurance and relevant forms - for example, for the EEC, if you are European, the Euro health card for European citizens.

We provide a telephone help-line support service for you to use in order to contact us with any problems or queries you may have during your walking holiday. We will do our best to help, but any payments resulting must be met by the customer and payable in cash to the supplier in question - normally a hotelier or taxi company. In case of accident, your first port of call is your insurers and the relevant emergency services, the details of whom are in your tour dossier.

5. Your contract

Our contract with you commences when we despatch your Booking Confirmation. We reserve the right to make changes to advertised particulars before a contract is concluded.

Furthermore, by accepting this contract, you also accept that we may change the content of advertised vacation programmes at our sole discretion. For example, WHF practises a policy of continual review and improvement, and we reserve the right to make alterations to our walking holidays after the contract has been made, without informing you in advance, based on this philosophy of experience and product enhancement.

Conditions on the ground can change, adversely altering the quality of an experience and even putting hikers at risk. As your eyes and ears on the ground in France, you would expect us to adapt your tour to respond to such changes.

6. The cost of your holiday

We reserve the right to make changes to advertised prices at any time before your holiday is confirmed. If at the time of booking the price is different to that advertised on-line, you will be advised of the applicable revised price before the booking is accepted. After your full balance has been received your holiday price is fixed.

You are travelling to the Euro Zone, where all costs are in Euros. We are obliged to pay suppliers in advance to reserve your accommodation and any luggage transfers. As is the case with all tour operators, we reserve the right to re-quote or cancel your booking if Sterling-Euro exchange rates change by more than 2% between deposit and final payment. If you want to book your international travel arrangements at the time of booking, and want to pay in Sterling, we advise you to pay for your holiday in full, which then fixes the costs of your tour definitively.

Payment in Euros with your booking, whether in full or in part, is a guarantee that your holiday is confirmed at the agreed and fixed price.

7. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. You are welcome to phone us to discuss the matter first, but no action will be taken until your amendments are received in writing. Any alterations must be made by the group leader or main customer only – i.e., the person with whom we took the original booking - unless otherwise agreed in writing. Under no circumstances will changes be allowed to be suggested or made by individuals who do not form part of any contract with WHF.

Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such requests for alterations. If we can assist you, we reserve the right to charge an administration fee of £50.00 together with any costs or charges incurred by us and/or incurred or imposed by any of our suppliers. For example, all changes to itineraries, occurring up to 55 days prior to the holiday start date, that involve cancellations in respect of accommodation already booked will result in the loss of all such monies.

If you choose not to follow the purchased or publicised holiday programme, you do so at your own risk. We cannot refund the value of the parts you choose to miss.

8. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing by either recorded delivery post or email *preceded by a phone call*. Your notice of cancellation will only be effective when it is received in writing by us at our offices. Any such request will receive an email reply from us by return. If you do not receive such a notification, assume your request has not been received and re-send it.

As it costs us time and money to reserve your hotels, all cancellations result in loss of deposit. If we receive your cancellation less than eight weeks before departure, the following charges will be payable per person cancelling, except where these represent less than the deposit(s) paid at the time of booking per person cancelling - in this case the deposit(s) paid will be retained by us by way of cancellation charge and not the percentage shown below. The charges set out below are shown as a percentage of the total cost payable by the person(s) cancelling excluding any amendment charges, according to the period before departure within which written notification of cancellation is received by us.

Cancellation charges are as follows:

- ⌚ 56 days or more prior to holiday start date - loss of deposit
- ⌚ 45-55 days prior to holiday start date - 50% of total holiday cost
- ⌚ 31-44 days prior to holiday start date - 75% of total holiday cost
- ⌚ 1 -30 days prior to holiday start date - 100% of total holiday cost

Any refunds made will be repaid via the same medium by which they were received, minus bank charges.

In addition to the above charges, it may be necessary to add under-occupancy or single room supplements to other members of a party where member(s) of that party cancel. Depending on your reason for cancellation, these charges may be recoverable under your insurance policy. No refunds will be made if you leave a trip for any reason after the trip has begun.

If any member(s) of your party is/are prevented from travelling, the person(s) concerned can transfer their place to someone else (introduced by you) providing you notify us in writing (giving full details of the original and substitute party member(s)) not less than two weeks before departure. This will incur an amendment fee of £50 payable before the transfer is effected.

9. Changes and cancellation by us

We reserve the right to make changes and cancellations to advertised offers. Most changes are minor and involve a like-for-like substitution. This is the case with hotel changes or itinerary changes.

In order to be able to provide the best and safest itinerary available according to the season, we reserve the right to retain a certain amount of flexibility in the itinerary, and related accommodation, as expressed in our on-line outline or model programme. Our itineraries are planned several months ahead and are published as a statement of intent.

Occasionally, we have to make a "significant change" before departure. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) accepting the changed arrangements, or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday programme of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other available programmes. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper, or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

We do not accept responsibility for any losses incurred by you in respect of your international travel arrangements.

10. 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 contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss 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 war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. Local transport, delays and late arrivals

We believe in offering a higher level of service and this includes the use of private taxis to collect you from airports, main-line rail stations or hotels, train travel within France and possibly luggage transfers. Our all-inclusive transport programmes come pre-packaged with such options, which are dependent on private taxi firms, hoteliers or the SNCF or equivalent. Where this is not the case, any airport taxis required must be reserved and paid for at the time of booking.

We accept no responsibility for delays in your international transport schedule that result in your late arrival for a taxi or hire car rendezvous. Our transport partners have agreed to give you 30 minutes grace, after which delays are payable by you at the rate of €20.00 per hour. Such surcharges are payable to the driver in cash on arrival.

Conversely, we are not a transport company and accept no liability for local transport and transfer suppliers that fail to fulfil agreed services, for whatever reason, that we have arranged on your behalf. Furthermore, no responsibility is accepted for any transfer delays that may result in your failure to catch any connecting trains or flights.

Please be advised that your vacation or holiday programme with us has not commenced until you arrive in place at the agreed starting point of your vacation or holiday programme.

12. Our Suppliers

We use a cross section of local in-country suppliers – mainly taxi firms and hotel-restaurants, auberges, walkers' inns and chambers d'hotes. With the exception of the SNCF, we know them all personally.

They are all legally-operating French companies that are responsible for their own operations. As such they are legally bound to:

12.1. Ensure that fire and safety precautions are adequate and local regulations observed.

12.2. Supply facilities and services complying with relevant health, safety and hygiene standards.

12.3. Carry adequate public liability insurance.

They also recognise the need to...

12.4. Absolve WHF from any responsibility for injury and indemnity resulting from facilities and services supplied to customers.

12.5. Resolve any customer problems quickly and efficiently as they arise.

12.6. Be aware of and respect WHF's Responsible Travel policy and the enlightened attitudes of its customers.

As point 12.4 clearly indicates, WHF accepts no liability for problems that may arise resulting from services supplied by our local suppliers. The customer should seek to resolve any difficulties that arise with the manager of the service in question. We are very keen to hear from customers who consider that the level of provision has been below that which was expected and suppliers may no longer be used depending on such feedback.

If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

Local suppliers provide services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

13. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your holiday programme whilst away, you must immediately inform the Director, whose contact details you will be given. Until we know about a problem or complaint, we cannot assist. Most problems can be dealt with quickly and are due to cultural misunderstandings. If you wish to formalise your complaint, it must be put in writing and given or sent to the Director of Operations as soon as possible. If the complaint or problem is not resolved to your satisfaction, you must write to us within 15 days of your return home giving full details of your complaint.

In the case of damage arising from the non-performance or improper performance of the services involved in the package, this contract provides for compensation to be limited in accordance with the international conventions which govern such services.

In the case of damage other than personal injury resulting from the non-performance or improper performance of the services involved in the package, the amount of any compensation payable will be limited to £1000.00.

14. Your responsibilities

Bookings are accepted on the understanding that all persons travelling are in good health and able to fulfil the physical demands of the chosen holiday programme. In the interests of safety, you must follow the guidance in our notes, as well as that provided by our staff; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times.

We cannot be held responsible for the conditions of the highways, byways or trails which are included in our tours and at all times you walk at your own risk. We are therefore not responsible for death, injury, accidents or illness suffered by our customers on our holidays.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry to France. It is your responsibility to ensure that you have a valid passport and any necessary visas for travelling to France. For UK travelers, a standard 10-year British passport is normally required. Passengers of other nationalities should check with the French consulate or embassy.

When you book with us, you accept responsibility for any damage, loss or injury caused by you or any member of your party. You will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. You agree to indemnify us against any claim (including legal cost) made against us by or on behalf of a third party.

We expect all clients to have consideration for other people. If in our reasonable opinion, or in the reasonable opinion of any other person in authority, such as one of our suppliers, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the Programme of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

We supply all customers with a copy of our Responsible Travel Policy. We hope it will be read and prove to be interesting and inform your own ideas and action.

15. Financial security

For your financial protection, and in compliance with the EU travel package directive, all monies you pay us are fully protected for financial failure in the unlikely event of our insolvency under the Bond Plus protection scheme. Details of this scheme are available on request. The Scheme is as comprehensive as any other protection available (e.g., by ABTA) and covers you whichever way you choose to pay.

16. International Travel

We do not make nor pay for international travel arrangements. Such arrangements, and any resulting contracts, are made between you and a third party and, as such, we do not accept any responsibility nor liability for such travel arrangements and costs.

17. Promotional Literature & web site accuracy

Please note, the information and prices shown on our web site and in any other promotional literature is to the best of our knowledge correct at time of publication. Whilst every effort is made to ensure the accuracy of the web site, literature and prices, conditions can change and errors can occur. All our information is subject to alteration without notice and we accept no liability for any inaccuracy in the information produced. You must therefore ensure you check all details of your chosen holiday programme (including the price) with us at the time of booking.

Please note that hotel out-door swimming pools are not normally functional outside the period May to September and may be periodically closed for maintenance and cleaning.

18. Provision of holiday information

When entering into a contract with WHF for the provision of a holiday programme, you agree that all holiday details will be provided by either email, post or in person upon your arrival in France.

Once you have paid for your programme in full, relevant information, in the form of a dossier, will be emailed to you for printing, around 4 weeks prior to commencement of your vacation. Information is provided in pdf format, which guarantees a universal standard when printing from different operating systems and via different printing machines. Detailed hiking notes are provided on arrival, with one copy of the notes supplied per group.

The information provided you, in particular the details of each walk, is copyright protected and remains the property of WHF. In line with the laws on copyright, you are expressly forbidden to photocopy the materials except for your own private and personal use. No materials should be passed to a third party unless covered by the contract in question.

19. Special Conditions and medical problems

If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier (hotel, taxi firm) we regret we cannot promise that any request will be met unless we have specifically confirmed this to you in writing.

Confirmation that a special request has been noted or passed onto the supplier does not guarantee that the request will be met and all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

For example, France is overwhelmingly a meat-eating country and customers purchasing a hiking tour that includes dinner should be aware that the evening meal follows a fixed menu format for all hikers, with one set main dish, which is normally either fish or meat. Any divergence from the set menu is likely to incur extra payment that you will be responsible for. Please check relevant costs at each hotel before you ask for any changes to be made. Alternatively, we are happy to deduct the cost of such set dinners at the time of your booking to enable you to go 'a la carte' and purchase a non-meat option where it exists.

20. Unfair Terms Contracts Act

In the event of any part of this contract being judged to be unfair, the rest of the contract remains valid and enforceable and is not therefore tainted by the unfairness of one particular clause, paragraph or item.

21. Applicable Law

English law shall be the law applicable to the contract and the English courts shall alone have jurisdiction to deal with any disputes arising therein.

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