

Simply Walk - Booking Conditions

1. How to make a booking .

To make a booking please either:

1. Complete our online enquiry form at www.simplywalk.co.uk, or phone us at 01538 300028 and we will check availability of your chosen walk and send you a booking form.
2. Return the booking form(s) to us together with a deposit of £30.00 per person or the full amount if less than 8 weeks before departure.
3. Payment can be made:
 - a. By cheque made payable to "Simply Walk". (UK bank account only)
 - b. By BACS direct in our bank account (we will give details will be given at time of booking).
4. On receipt of your deposit, we will send you an invoice showing monies paid and any balance. Any balance must be paid 8 weeks prior to departure. No reminders will be sent on outstanding balances and if monies are not received as due, we reserve the right to cancel your booking, retain your deposit and apply cancellation charges. If your booking is within 8 weeks of departure full payment is immediately due.
5. After we have received all payments for your holiday and about 2 before departure we will send you your tour itinerary and guides.

2. Changing your Booking.

If you wish to make any changes to your booking prior to the due date for the final payment please contact us. We will endeavour to help, although an administration fee of £20.00 may be charged plus any increased charges will need to be paid. Any changes after final payment may not be possible.

3. Cancelling your Holiday.

Should you, or any member of your party, need to cancel a booking, you must do so by letter or e-mail which must include the name of which the person who originally made the booking. Any cancellation will be effective from the date that our office receives the confirmation.

- Cancellations received more than 56 days before the start of the holiday will forfeit the deposit, any other monies paid will be returned.
- Cancellations within 56 to 15 days of the start of the holiday will forfeit the deposit and any payments made to accommodation providers. If accommodation has not been paid for, it may be necessary to add single person supplements to other members of a party.
- No monies will be returned for cancellations within 14 days of departure, or whilst a holiday is in progress.

4. If we have to Cancel or Change your Holiday.

In exceptional circumstances, we may have to make changes to your holiday after booking, or cancel confirmed bookings. Whilst we make every effort to avoid changes and cancellations we reserve the right to do so. If we have to cancel or make major changes to your holiday before departure we will tell you as soon as possible. Major changes include changing the start or end date of your holiday, changing the length of your holiday or changing the location of your holiday. If the change or cancellation is within 14 days of the start of your holiday you will be entitled to a maximum compensation of £25.00 per person. You will then have the choice of:

- Accepting the changes proposed by us, if we have to shorten your holiday you would be refunded the difference.
- Taking an alternative holiday of similar length with the difference in price being refunded if the new holiday is cheaper and with no extra charge if the holiday is of higher value
- Receiving a full refund of any monies paid, accepting no compensation be payable (above the £25.00 mentioned above)
- We will not pay any expenses, costs or losses incurred by you as a result of any cancellation or change.

Due to the nature of our walking holidays, minor changes may sometimes be necessary. These include:

- Changes to accommodation to another of the same standard in the same village or area.
- Staying in the same accommodation on consecutive nights.
- Any other change not listed as a major change above.
- If any change results in extra transport of you or your luggage being necessary, we will provide this gratis.

We will, if practicable, advise you before departure of any minor changes, however we are not obliged to do so or to pay you any compensation. No compensation will be paid if we cancel your holiday due to your failure to comply with any of the booking conditions – e.g. not completing payment for your walk as stipulated.

5. Force Majeure.

Force Majeure means any event that we, or any of our suppliers, could not with all due care, foresee or avoid. This includes war, threat of war, riots, civil unrest, terrorist activities, industrial action, fire, floods, drought, nuclear accidents, extreme weather conditions, foot and mouth disease and all similar events beyond our control. We cannot accept any liability or pay any compensation for any loss damage or expenses incurred as a result of Force Majeure.

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6. Web Site and Brochure accuracy.

The Web Site and any Brochures of Simply Walk contain statements representing our honest belief that the facts as shown are correct. Every reasonable effort has been made to describe as honestly as possible the holidays offered and every reasonable attempt will be made to provide what has been described. We reserve the right to make changes and where they occur, they will be advised to you before the booking contract is completed. If there are any changes to the published prices, these will be confirmed at the time of booking.

7. Our responsibilities to you.

We accept responsibility for any death, personal injury, failure or deficiency of your holiday arrangements if caused by negligence or omissions by us, our agents or suppliers. We will not accept any responsibility for any death, injury, illness, loss, damage, expense, cost or claim of any description which results from the fault of the person(s) affected or any member(s) of their party or results from an event or circumstance which we could not have predicted or avoided even after taking all reasonable care. We accept no responsibility for any services which do not form part of our contract. These include, but are not limited to, any additional services or facilities offered by your accommodation. The maximum liability for any damages other than for personal injury or illness will be limited to the price paid for the holiday.

8. Your responsibilities to us.

Every member of your party should understand the nature of a walking holiday and not suffer from any disability or medical condition that would inhibit participation in the tour. A basic level of fitness is required for all our holidays. All the party must undertake to follow the advice in the guidebook or route notes provided, as well as any instruction given by us, or anyone acting on our behalf. You must heed any warning or advisory notices encountered on your walk, follow the Country Code and act sensibly and prudently at all times.

9. Complaints.

In the event that you have any reason to complain or experience a problem with your holiday while away, please contact our office immediately and we will do our best to resolve your problem straight away. Any complaint made after the conclusion of the holiday must be made in writing to this office with 14 days of the last day of your holiday.

10. Jurisdiction.

Any contract with us is covered by the terms of these Booking Conditions. All matters arising are governed by English Law and are subject to the jurisdiction of the English Courts.

11. Insurance.

All members of the party should protect themselves and their possessions with suitable holiday insurance. This should also cover non-returnable costs should you have to cancel your holiday due to unforeseen circumstances.

12. Promotional Copyright.

Any pictures of you or members of your party, taken or secured by us on any of our trips will only be used with your permission.

13. Consumer Protection.

The walking holidays described on our web site and in our brochures comply with the Package Travel, Package Holidays and Package Tours Regulations 1992. This means that all monies paid are held in trust and will be refunded if we are unable to provide your holiday due to insolvency.