

Julia Catherine Tress  
Ctra. Antigua El Bosque – Ubrique, km 19  
ES – 11670 El Bosque / Cádiz  
NIF: X7129950-L



## **General Terms and Conditions**

equiVentura represented by:

Julia Catherine Tress  
NIF: X7129950-L  
Ctra. Antigua El Bosque – Ubrique, km 19  
ES – 11670 El Bosque / Cádiz

hereinafter: equiVentura

Date: 01.01.2016

### **1. Contract**

Application and registration constitutes a binding offer by the customer (“Customer”) to equiVentura. The binding registration is made by the Customer in writing (post mail or online) and on behalf of all other registered participants listed by Customer (jointly referred to as “Travellers”, as the context requires). The Customer is responsible and liable for Travellers’ compliance with these Terms and Conditions. Minors travelling require special travel authorisation from a legal guardian. By submitting the registration form, the Customer accepts these Terms and Conditions. All rights and responsibilities between the Customer and equiVentura are exclusively governed by the present Terms & Conditions. Any deviations require a mutual written agreement by both parties. The contract between equiVentura and the Customer is concluded and in effect as of issuance of acceptance by equiVentura in writing (“Booking Confirmation”). The acceptance by equiVentura will contain a description of the scope of services of the booked Travel Program. In case of deviations from the original application as submitted by the Customer, such proposal constitutes a new offer by equiVentura which is binding for the term of ten calendar days. The contract based on this new offer by equiVentura is concluded as of the Customer’s acceptance within such ten calendar days. These Terms and Conditions are an integral part of the contract between Customer and equiVentura. For any kind of recommended or procured services provided by a third party company, the terms and conditions of such third party company apply.

### **2. Payment**

After receipt of the Booking Confirmation, the Customer will issue a payment of Euro 300,- per Traveller to the designated bank account of equiVentura (“Advance Payment”). equiVentura will confirm the receipt of such payment in writing (email will be sufficient). The remaining amount will be paid, upon Customer’s discretion, either up to 14 days prior to start of the Travel Program via bank transfer (a written confirmation needs to be presented to equiVentura upon arrival) or immediately upon

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arrival in cash. In case of short time bookings and amounts less than Euro 300,- the payment conditions as stated in the Booking Confirmation apply. In case half of a double room is booked and no additional Traveller will stay in such double room, a single room supplement will be charged.

### **3. Scope of services**

The scope of services of each Travel Program is specified on the internet. (website [www.equiventura.com](http://www.equiventura.com)). Any changes or modifications require the written form.

### **4. Cancellation by Customer**

The contract can be cancelled by Customer at any time before the Travel Program starts. Any cancellation has to be made in writing. Any costs occurred or services and reservations arranged require the following cancellation fees charged by equiVentura:

up to 70 days before the Travel Program starts: Euro 300.- per Traveller

from day 69. up to 40. before the Travel Program starts: 30% of the travel price, min. Euro 300.- p.T.

from day 39. up to 30. before the Travel Program starts: 40% of the travel price, min. Euro 300.- p.T.

from day 29. up to 20. before the Travel Program starts: 50% of the travel price, min. Euro 300.- p.T.

from day 19. up to 10. before the Travel Program starts: 65% of the travel price, min. Euro 300.- p.T.

from day 9. onwards before the Travel Program starts: 85% of the travel price, min. Euro 300.- p.T.

The calculation of cancellation fees is made in accordance and based on the day the cancellation is received by equiVentura.

In case a cancellation is declared on the starting date of the Travel Program or in default of appearance by one Traveller, the cancellation fee is 100 % of the amount to be paid. The Traveller, who cancelled the program, may present a replacement, if the replacement fulfils the requirements of the Travel Program, no cancellation fee will become due.

In case of rescheduling or a different Travel Program is requested by a Traveller, equiVentura will deduct the Advance Payment from any future outstanding payments. Such deduction needs to be consumed within one year from the receipt of cancellation by equiVentura.

If a Travel Program is prematurely interrupted by one of the Travellers, the Traveller cannot claim back any of the payments made. equiVentura recommends a travel-cancellation-insurance. Choice of insurance company is upon Travellers' discretion.

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## **5. Cancellation by equiVentura**

If the minimal number of participants is not reached and such minimal number of participants was indicated on the website, equiVentura is entitled to cancel the contract with Customer until 14 days before the Travel Program starts. Upon Customer discretion, all received payments will be refunded immediately or an alternative travel program might be offered. Due to important organizational or personnel causes equiVentura is entitled to cancel or interrupt any Travel Program, at any time. In this case the Customer enjoys a claim of immediate refund of payments for not provided services. Any other compensation or claims are excluded. If one of the Travellers does not sufficiently fulfil the requirements of the Travel Program booked or wrong and misleading statements have been made with regard to the Travellers health conditions, riding skills or any other requirements, including wrong self-assessments, equiVentura may terminate the contract immediately without further notice and exclude such Traveller from the Travel Program. Any claims for refund, compensation or reimbursement are excluded. equiVentura retains its right to claim the travel price.

If the payment is not made in due time or even after explicit warning expressed by equiVentura, a Traveller further disrupts or disturbs the group or the execution of the Travel Program, equiVentura has the right to exclude such Traveller from the Travel Program without any refund, compensation or reimbursement. Any travel costs occurred for the Travellers' journey home need to be borne by Traveller. equiVentura retains its right to claim the travel price.

## **6. Cancellation in case of Force Majeure**

equiVentura shall not be liable for any failure of or delay in the performance of any Travel Program for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders, prohibitions, very bad horse diseases or any other force majeure event. In any of such event both parties are entitled to cancel the contract without further notice. In case the contract is cancelled, equiVentura is entitled to keep payments for already rendered services of the Travel Program and may use an appropriate amount of the payment made by Travellers to ensure a safe journey back to the hotel or equiVentura premises, as the case may be. equiVentura is obliged to ensure the necessary actions and preconditions to get the Travellers back to equiVentura premises, in case this transfer was included in the scope of services of the Travel Program being cancelled. Any additional costs occurred for the transfer back, cancellation fees for hotels and other accommodation will be borne by both parties equally. Any additional costs will be borne by the Traveller.

## **7. Limitation of Liability and exclusion of liability**

equiVentura shall be liable for the execution of the Travel Program in accordance with scope of services as agreed with the Customer, for a diligent preparation of the

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Travel Program and the careful selection of employees in a duty of care manner. equiVentura shall be liable for any defaults of its employees. It is explicitly stated that horse riding bears an increased risk and any participation in the Travel Program is at Travellers' own risk. equiVentura disclaims any liability for lesions, accidents or property damages and its consequences. equiVentura recommends personal insurances for accidents, illness, rescue, return transport and baggage that is valid in the European Union. It is the Travellers' sole responsibility to have all possible risks being covered by appropriate insurances. For travels abroad, equiVentura highly recommends an Assistance and Accident Insurance. A health insurance, valid for the European Union which covers horse riding accidents is a strict requirement for participation in the Travel Program. Wearing of protecting clothes is upon Travellers' discretion.

Particularly because of weather conditions and the personal fitness and skills of the Traveller or other participants in the Travel Program, equiVentura cannot guarantee the accurate execution of the Travel Program as set out on the internet or as agreed with Travellers before the program starts. During planning phase of the Travel Program all applicable laws of traffic are observed. equiVentura is not responsible for subsequent amendments by the governmental authorities. equiVentura's liability for property damages caused by gross negligence or willful misconduct is limited to twice the amount of the payments made by Travellers. For any services rendered by third parties (hotels, restaurants, etc) equiVentura is to be considered an agent who is not in control of the execution of such services nor can equiVentura be made liable for lack of quality or inaccurate scope of service. If the Travel Program is interrupted or cancelled because of bad weather conditions, Travellers are not entitled to any recovery of payments.

#### **8. Travel formalities / Traveller Health**

It is Travellers sole responsibility to ensure valid and accurate passport and visa requirements. It is Travellers sole responsibility to obtain the necessary vaccinations. Any costs or fees occurred due to Travellers failure on such formalities will be borne by Traveller. By registration for one of the Travel Programs, Customer confirms on his own and on behalf of other Travellers registered by him that no health concerns exist which could interrupt or disrupt the execution of the Travel Program.

#### **9. Duty to cooperate**

In the event of an interruption of the Travel Program, the Customer shall be obliged to co-operate within the framework of statutory obligations, to avoid or minimize any occurring damages. Any complaints or objections are immediately to be raised and reported to equiVentura. equiVentura will take commercially reasonable efforts to take care and resolve such without undue delay. If a complaint or objection is not reported, a claim for reduction of payment is excluded.

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#### **10. Miscellaneous**

Any Traveller is obliged to behave collegially towards other travellers and accepts democratised decisions made by the whole group participating in the Travel Program. For avoidance of hazards, equiVentura is entitled to overrule any decision made by the group. If the seamless and smooth execution of the Travel Program is endangered, because of the behaviour of one Traveller, equiVentura reserves the right to exclude such Traveller from the Travel Program. Section 5 of the Terms and Conditions apply accordingly.

#### **11. Salvatory Clause**

Should any sentence or part of sentence of these Terms and Conditions or the resulting contract be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Terms and Conditions and any contract made thereof shall remain unaffected and valid.

#### **12. Applicable Law and Venue**

Any court proceedings against equiVentura are to be initiated at equiVentura's seat at Ubrique. These Terms and Conditions and any contract made based on these are governed by and shall be construed in accordance with the laws of Spain. Court proceedings initiated by equiVentura will be made at the Travellers' seat of residence.