

“Before booking, we recommend reading the full Terms & Conditions in order to save any problems concerning your trek...”

1 DEFINITIONS

The following expressions shall have the following meanings:

1.1 “Activity” means any activity involving any horse or pony at Brendon Manor, may include but not be limited to riding, trekking, grooming, sitting on, pony painting, dismounting...

1.2 “Agreement” means the contract between the Company and the Customer for the provision of the Services incorporating these Booking Terms and Conditions, the Waiver, the Company Privacy Policy;

1.3 “Booking Confirmation” shall mean written communication from the Company confirming the scheduled date and time of the Activities booked by the Customer;

1.4 “Booking Terms and Conditions” means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing by the Company;

1.5 “Company” means Brendon Manor Riding Stables. Address: Brendon Manor Stables, Brendon Manor, Lynton, Devon, EX35 6LQ

1.6 “Staff” shall mean an employee, volunteer or representative of the Company to monitor safety and to give instruction during your time with us at Brendon Manor.

1.7 “Customer” means any person, company or organisation who purchases Services from the Company for themselves and/or other Participants to undertake Activities at the stables.

1.8 “Participant” means any person entering the stables to undertake activities;

1.9 “Services” means the provision of horse(s), equipment and other facilities for the Customer to undertake the Activities;

1.10 “Stables” shall mean the facility provided by the Company where the Services are undertaken;

1.11 “Trekking” shall mean any form of riding, whether within the stable grounds or on open moorland, undertaken by a customer or participant.

1.12 “Lead Rein” shall mean any form of riding, whether within the stable grounds or on open moorland, where the rider is being controlled by a second party, whether on foot or on horseback.

1.13 “Acknowledgement” means the acknowledgement of risk, form to be completed by the Customer prior to undertaking Activities.

1.14 “Party” means an larger group booking of between 5 but no more than 8 riders in number, which must be booked fourteen (14) days or more in advance of the intended date of activity.

2 GENERAL

2.1 This Agreement incorporating these Booking Terms and Conditions shall apply to the booking of any Activity at Brendon Manor Stables.

2.2 The Customer acknowledges the these Booking Terms and Conditions contain important information regarding participation in any Activity by the Customer, any Participant within their party and shall ensure that all members of their party are aware of and agree to be bound by this Agreement.

2.3 No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by the Company.

2.4 The Company reserves the right to make changes to the Services and/or any Activities that may be available for any reason.

2.5 It's recommended that all Participants undertaking any solo Activities must be six (6) years of age or over and a Waiver must be completed prior to undertaking any Activity.

2.6 Any Participant using participating in trekking activities who is under sixteen (16) years of age must have a Waiver completed by a parent or guardian responsible for their care. Should the parent or guardian completing the waiver not be the direct parent or guardian of the a Participant, the person completing & signing the Waiver declares they have the authority from the Participant's parent or guardian to sign the acknowledgement of risk Waiver and the Company shall rely on such written declaration as if this had been made by the direct parent or guardian of the Participant.

2.7 Wilful damage must not be caused to the facilities, fixtures or fittings by any Participant. If damage is caused by the Customer or any Participant attending under their Booking Confirmation, the Customer hereby accepts they shall be liable to pay for such damage (including accidental) caused by such Participant. All damage to equipment must be reported straight away.

2.8 The Company does not accept any responsibility for the loss, theft or damage to property or belongings of the Customer or any Participant whilst attending the Stables, including vehicles left on or off site. Money or valuables should not therefore be left unattended. Valuables can be deposited in the office, which is locked when a member of the staff is not present at the stables.

2.9 By agreeing to these terms and conditions, you are also agreeing to our latest Covid-19 terms and conditions, which are updated on this website, a link for which can be found on our home page.

3 BOOKING

3.1 When booking a trek, a contract is made when the booking is confirmed by Brendon Manor either in writing, email or verbally.

3.2 In the case of late telephone bookings, when written/e-mail confirmation is not possible in time then the agreement will always be a verbal contract.

3.3 When making a booking with Brendon Manor you are confirming that you have read and agree with these terms and conditions.

3.4 Exceptions to these terms and conditions cannot be made for any reason as we run an extremely high quality, tight margin program with limited spaces.

3A. CHANGING A BOOKING

3A.1 Brendon Manor will make every effort to arrange any changes (with the exception of cancellation) requested after the booking has been confirmed, providing notice of 24 hours or more is given.

3A.2 Any changes are subject to availability of treks.

3A.3 In the case where your group size drops in numbers from the original booking we must receive notification of this 24 hours or more before your trek. Changes less than 24 hours before the trek or on the day will incur the cost of the person/persons being added on to other persons within the group final balance.

3B. CANCELLATIONS

3B.1 All cancellations must be sent in writing/email wherever possible and will be effective on the date which they are received by Brendon Manor.

3B.2 **Cancellations must be with a notice period of 48 hours or greater** in order to receive a deposit refund

3B.3 In the rare event that Brendon Manor considers conditions to be unsuitable for your trek, we will make all efforts to reschedule your trek at a later date. If this is not possible a deposit credit note will be issued.

3B.4 Due to summer time demand there is a slight chance we may not be able to reschedule and in this case a deposit credit note will be issued .

3B.5 Credit for any treks owed can be used any time 31st December the following year.

3B.6 Any treks owed must be booked in advance and are subject to availability.

3C. REFUNDS

3C.1 Refunds of deposits will only be give on cancellations of 48 hours or greater. For BACs payments, this will be 100% of the paid fee. For Paypal payments, this will be 100% paid fee MINUS a transaction fee set by Paypal of 2.9% plus fee on UK transactions and 3.4% plus fee on transactions from the rest of the world.

4 PAYMENT OF DEPOSITS

4.1 Deposits will be required on all bookings from 6th October 2020. This, at the time of writing, will be £10 per person on all treks between 30 minutes and 3 hours in length and 50% of the total cost on treks 4 hours or greater (including all Pub and day rides). Reference must be the date and time of your trek.

4.1A The deposit becomes non-refundable 48 hours prior to your booked trekking date and time in all circumstances where the customer cancels.

4.1B If Brendon Manor chooses to cancel the trek because unsuitable conditions - please see section 3B.3 for details.

4.2 The deposit may only be paid by online transaction of a BACs transfer or Paypal.

4.3 Refunds of deposits will only be given on cancellations of 48 hours or greater. For BACs payments, this will be 100% of the paid fee. For Paypal payments, this will be 100% paid fee MINUS a transaction fee set by Paypal currently of £0.59 per person for transactions from the UK £0.64 for transactions from the rest of the world. Refunds will be via the original method the deposit was paid.

4.4 Details on BACs and Paypal payments will be found on the online booking form or advised verbally for bookings taken over the phone. We will not be accepting payment for deposits in cash, by cheque or card payments.

4.5 Bookings will be only held open for 24 hours after confirmation via email or verbal confirmation (if taken by phone) before being automatically deleted if no deposit has been received.

4.6 The balance must be paid during the signing in process in the office, prior to the trek departing, via any method chosen by the customer.

5 OBLIGATIONS OF THE PARTIES

5.1 It is the responsibility of the Customer and all Participants to ensure they arrive at the stables 20 minutes prior to booking time, to commence any Activity at the date and time stated on the Booking Confirmation. The Company reserves the right to refuse admission for any late arrival and the Company shall not be obliged to offer any refund, rebooking or compensation in such circumstances. Any late arrivals, 20 minutes before the start of their booked trek(s) or thereafter will not be able to commence their trek until all paperwork and a full safety briefing has taken place which may result in a shorter trekking time than advertised in the booking.

5.1A It the responsibility of the Customer and all participants to ensure that all current rulings to do with Covid-19 are followed on site, with the responsibility of those in the party of those over the age of 18 that all under 18's in your party also follow them.

5.1B Any members of a party, participating or not, showing Covid-19 symptoms will result in the whole party being asked to leave the site with immediate effect with no refund given, with your details also passed on to relevant parties in line with current track and trace guidelines.

5.2 Participation in an Activity is not without risk and serious misuse could be fatal. All participants must fill in a rider registration form upon arrival at Brendon Manor. **From July 2020, the registration form will also be used for track and trace purposes if needed.** All Participants shall attend and pay strict attention to the safety rules and instructions given by members of Brendon Manor staff and wear all safety equipment provided during the periods indicated in the briefing.

5.3 It is not the responsibility of the Company or staff member to supervise any Participant. Any Participant under the age of twelve (12) must be supervised by a responsible adult at all times, although such responsible adult need not necessarily be a Participant in an Activity.

5.4 The Customer and all Participants acknowledge that participation in an Activity is physically demanding and they should not undertake the Activity if they are not physically able to do so. All Participants must be therefore be reasonably fit and healthy, and are subject to the age (**6 and above for 1 hour and greater treks**), weight (**92kg/14.5st**) and height (**195cm/6'4"**) restrictions for each Activity as stated at the time of booking. The company reserve the right to postpone/cancel any trek or any horseback activity with little/no notice if the information provided at the time of booking by

the customer is not accurate to the best of their ability. The company is not responsible for any mistakes made from any member of staff or volunteer at the time of booking.

5.5 Participants must be dressed appropriately for outdoor activities, including footwear, being aware with our geographical location the weather can change quickly. For safety reasons, the Company reserves the right to refuse participation in any Activity for any Participant who is not appropriately dressed. The company will refuse to let anyone mount a horse not wearing appropriate footwear, these include but are not exclusive to; Sandals, Crocs, any open toed shoe or any shoe with an excessively high heel. The company may have suitable footwear or over trousers to hire free of charge, but it should be noted that not all sizing is available.

5.6 The Company shall use its reasonable endeavours to ensure that any Activity booked by the Customer commences at the time booked. Time for delivery shall not be of the essence of the Agreement and the Company shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services. Reasons for this may include, but not be limited to weather conditions and fitness of the animals.

5.7 The Company shall be entitled to prevent any Participant from undertaking or completing an Activity whom, in their opinion, is acting in an unsafe or dangerous manner and/or could cause harm to themselves, animals, others, environment or equipment within the stables or on open moorland. This includes a Participant who does not comply with the safety rules, the advice of the staff or anyone who is deemed to be under the influence of alcohol or drugs.

5.8 The Company shall not be liable for any refund or compensation of any kind in the event that any Participant is not permitted to, or decides not to, undertake or complete an Activity.

6 LEAFLETS, PRICES AND WEBSITE

6.1 Whilst every effort is made to ensure the accuracy of Brendon Manor's leaflet and website it is intended only as a guide to the services it provides and Brendon Manor is relieved of any liability due to any errors or omissions it may contain, or any minor discrepancies between the leaflet or website's content and that service.

6.2 We may use any likeness or image of you secured or taken on any of our treks without charge in all media for genuine promotional or marketing purposes. This includes promotional materials of any kind, such as brochures, leaflets, videos and the internet. If you would prefer not to be used in any promotional materials please inform us in writing prior to your trek.

6.3 The prices printed on this website/form are valid at the time of publication.

6.4 Brendon Manor reserves the right to increase or reduce any of these prices any time after publication

7 PHOTOGRAPHY AND RECORDING

7.1 The Company has procedures in place to ensure the safety and well-being of all its Customers whilst using the stables. Although the Company gives permission for photographic and recording equipment such as videos, cameras, PDA's and mobile phones to be used at the stables and only non-handheld devices of the ones listed above to be used while participating in any activity or activities,

the Company requires that such use is restricted to photographs or recording of only the Customer or people in that Customer's party.

7.2 Photographic and recording equipment such as videos, cameras, PDA's and mobile phones are forbidden to be used under any circumstances in the toilet or changing room areas or any other area that the Company's Duty Manager may decide upon at their discretion (this can include the stable areas at certain times). The Company reserves the right to refuse permission or to withdraw permission of anyone using any photographic or recording equipment should the Company's Management feel that the safety and well-being of its Customers has been or would be comprised. Anyone found to be taking photographs or using recording equipment which is considered by the Company to be intrusive or inappropriate will be asked to leave the premises and may be reported to the Police.

7.3 The Company requests that its Customers remain vigilant whilst using the stables and report any suspicions they might have regarding the use of photographic equipment to a member of the Company's staff.

7.4 The company requests all participants, or the Parent/Legal Guardian of a minor Participant, in consideration of being permitted to participate at Brendon Manor, grant **Brendon Manor** or persons employed by Brendon Manor, the permission to photograph and/or record themselves or their child(ren)/ward(s) in connection with Brendon Manor. To use the photograph and/or recording **solely** for advertising and promotional purposes. As a result, waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind.

Customers reserve the right to opt out of having images published on, but not exclusive to; our website and social media channels, as advertised during the signing in process and must opt out at this at the time of signing in before any activity commences. Brendon Manor will not be held responsible for any errors in publishing if informed thereafter.

8 LOST PROPERTY POLICY

8.1 All property coming into the possession of the Company will be dealt with responsibly with due respect for owners' rights and title. Property classified as found will, where possible, be reunited with its owner. Where the owner cannot be traced, the Company will dispose of it in accordance with these guidelines. The Company will not deprive others of their possessions, except in accordance with the law.

8.2 A Customer is expected to report any lost property be it valuable or otherwise to the Company within a reasonable period of time from the date the item/s were lost. The Company will then exhaust all reasonable avenues in an attempt to locate the item/s and will contact the Customer with its findings.

8.3 Found property at the stables will be retained by the Company for the maximum duration of 30 days, except when the items found are or include: electrical items (eg mobile phones, cameras), jewellery, wallets, bank cards, confidential documents, keys or any forms of identification. Any items that fall under these categories will be retained from the date found at the stables for a further 60 days after the standard 30 days. If any found property is not claimed by the owner within the allotted times as stated, and is not suitable for repatriation with the finder, it will be recycled or destroyed where appropriate.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Any Intellectual Property Rights created as a result of the Services shall belong to the Company unless provision has been made to the contrary in the Agreement

9.2 The Customer and the Company shall not infringe the Intellectual Property Rights of any third party during the term of this Agreement.

10 LIMITATION OF LIABILITY

10.1 The Company shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

10.2 Parking facilities at Brendon Manor Stables are available but any vehicles and their contents are left at the owners' risk.

10.3 Nothing in these Booking Terms and Conditions shall exclude or limit the liability of the Company for death or personal injury, however the Company shall not be liable for any direct loss or damage suffered by the Customer or any Participant howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by the Company in the insurance year in which the claimant's claim is first notified.

10.4 The Company shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the party howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

11 INDEMNITY

11.1 The Customer shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Booking Terms and Conditions.

12 TERMINATION

12.1 This Agreement shall continue until the Services have been provided as described in the Booking Confirmation or until terminated by either party in accordance with these Booking Terms and Conditions.

12.2 The Company may terminate the Agreement immediately if the Customer has failed to make any payment due, or if the Customer commits a material breach of these Booking Terms and Conditions.

13 FORCE MAJEURE

13.1 The Company shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, pandemics (UK or worldwide), breakdown of plant or equipment or shortage or unavailability of raw materials from a natural source of supply, and the Company shall be entitled to a reasonable extension of its obligations.

14 THIRD PARTY RIGHTS

14.1 Nothing in these Booking Terms and Conditions intend to or confer any rights on a third party and the Contracts (Rights of Third Parties) Act 1999 is excluded.

15 ASSIGNMENT

15.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.

16 SEVERANCE

16.1 If any term or provision of these Booking Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Booking Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17 GOVERNING LAW

17.1 These Booking Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

Amended: October 2020.