

# Terms and Conditions

## Understanding of service provided

Thank you for making your booking with BookMyTrail, trading as BookMyTrail Ltd under UK Law. These terms and conditions have been written to draw a clear understanding how we operate and what you can expect from our unique service.

BookMyTrail acts as a 3rd party booking consultancy who acts on your behalf to make arrangements in your name. Our service quite simply books and confirms accommodation reservations and luggage transfer movements with approved 3rd parties. You may also refer to us as a trip organising or trip planning consultancy.

We are not a travel agent or a tour operator as we do not arrange the movement of your persons in addition to our accommodation bookings. We are careful not to sell tours through our website but simply suggest itinerary options you may wish to explore and book using our simply priced service. Please consider this when choosing whether we are a good fit for your needs as some clients may prefer the security and status owed to a well-known tour operator/travel agent with financial failure backing.

Please note we are unable to provide on-trail support. Many standard tour operators are able to assist with this, however due to our size we cannot. Both business owners currently work full time jobs in addition to working on BookMyTrail, and understandably cannot handle calls during working hours (8-6) Monday to Friday. A telephone number is on your completed itinerary. You are welcome to text us if you have any issues, and at the earliest available opportunity we will try to assist.

By booking with BookMyTrail and paying the agreed booking fee you agree to these terms and conditions.

Liability is limited to the value paid for your walk.

**By Booking with us you confirm you are fit, and able to complete your walk, and take responsibility for your own health and wellbeing on the walk. You must purchase adequate travel insurance to cover you in the event of any issues which impact on your holiday.**

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## 1. Service Providers

BookMyTrail makes booking arrangements on your behalf and only acts as your consultant. Your contract with BookMyTrail is for the agreed work of booking accommodations, luggage transfers and for helping you make payments easily to each accommodation (check section

3). After those tasks have been completed, and both parties are satisfied with the outcome your contract from there-on is with the suppliers and provider of services whom you have agreed for us to arrange. BookMyTrail is continuously establishing relationships with many suppliers and takes their performance seriously. However, the inclusion of an accommodation in our service does not constitute an endorsement of their business. We do however continue to assist you on route if required and take feedback on our suppliers seriously.

1.1

Suppliers are responsible for providing you with the services, products you request us to order on your behalf. We expect a high standard from all of our suppliers.

1.2

Suppliers may impose their own terms and conditions which, in every case apply to the supply of goods and/or services by that supplier to you, and such terms and conditions shall be binding upon you at the time of order.

1.3

When booking with a supplier on your behalf, BookMyTrail reserves the right to contact you for immediate payment where we have been requested to put down a deposit on your behalf of that part of your itinerary prior to receipt of your completed itinerary.

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## **2. Reservation and Invoicing**

Reservations are subject to availability and will be confirmed upon the completion of your booking. The BookMyTrail booking fee of £20.00 per person per night per single room or a fixed amount, inclusive of accommodation, luggage transfer and our own margin.

Payment will always be taken prior to making any arrangements. We require a minimum of one months notice prior to booking.

Arrangements with suppliers will be arranged by BookMyTrail no later than 3 weeks after your booking has been made with us. We will then require full payment of the cost owed to suppliers, or your full agreed invoice no later than 1 month before you start your walk, at which point payment will be forwarded onto the suppliers. Bookings made less than four weeks before the start of a walk are subject to full payment upon receipt of your final Invoice. BookMyTrail reserves the right to cancel a booking if payments are not received by the payment date stated on the invoice.

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## Payment to Suppliers

Payments to suppliers are classed as 'disbursements'. These are costs incurred on your behalf and are passed onto you when you are invoiced for the collective cost owed to your accommodations. It's important that your final invoice, payable to suppliers is received in full, and to that end we only take payment via bank transfer for this portion of the transaction.

This allows us to collect the exact amount owed within a few hours and forward it straight onto our suppliers without delay, meaning your money is not held in a holding account.

We ask all UK clients to pay direct using their bank. All international clients are asked to send the amount via Transferwise, which offers a favourable exchange rate, paid by credit/debit card direct to BookMyTrails bank account.

We will forward payment on to suppliers within a few days of receiving it so the money is not held in our bank account over a long period of time. If you pay us earlier than 4 weeks you accept that your funds will be sent to the suppliers within a few days of receipt of payment.

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## 4. Tour Alterations

BookMyTrail will make every effort to assist in any alterations you may request to your walk arrangements. However, in instances of confirmed bookings, a re-booking charge (£7.00 per night) will be applied. We will not be able to alter your arrangements if the walk starts within a month.

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## 5. Cancellations

Should you find it necessary to cancel your booking, before or after the start date, BookmyTrail will make the cancellation arrangements on your behalf. We ask that guests give us 5 weeks to cancel in normal non-pandemic, or epidemic circumstances. Any cancellations made after this time will be subject to paying the full amount to accommodation providers as the re-booking cannot be guaranteed and a loss of business will occur for many.

Please note:

accommodation providers have a variety of individual Terms and Conditions and while it is not practical for us to supply clients with each individual establishment's Terms and Conditions, it is necessary for us to protect them against no shows and last minute cancellations. We advise all clients to take out comprehensive travel insurance.

## **Covid-19 Cancellation Policy**

If you need to cancel your tour due to concerns of Covid-19, we are happy to help. We have added the following cancellation policies:

5.1:

We are providing you with a 30 day cooling off period after making your booking. If you decide after booking your walking holiday that you have made a mistake, and wish to cancel, we will provide you with a full refund of all monies paid.

5.2:

These terms and conditions do not apply to customers who are booking with less than 30 days prior to the start of the walk.

5.3:

We are offering our customers a Terms & Conditions exemption waiver which will allow you to cancel your walking holiday up to 20 days prior to the start of your walk, in return for a full refund. For an additional non-refundable payment of £40.00 you can take advantage of this offer.

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## **6. Modifications**

While every effort will be made to reserve an accommodation of your choice, where such accommodation may be unavailable, BookmyTrail reserves the right to book an alternative. In such cases, clients will be advised of the change before final booking is confirmed.

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## **7. Luggage Transfer**

Bags must weigh no more than 20 kilos or less depending on the individual carrier's conditions. Excess items, however small, may incur an extra charge and overweight bags may not be moved.

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## **8. Responsibility**

BookMyTrail does not accept responsibility for death, injury or illness of customers on any walk. All routes are followed at your own risk. Bookings are made on the understanding that

participants have considered the nature of the route, are physically fit and do not have any medical condition that may make physical activity dangerous for them. Use of any transportation arranged by BookMyTrail is at your own risk.

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## **9. Personal Insurance**

You must ensure that you are protected by Comprehensive Holiday Insurance with cover for cancellation or curtailment, baggage loss, personal injury and Third Party Liability.

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## **10. Force Majeure**

BookMyTrail cannot accept responsibility for any physical, mental or financial loss or damage resulting from war or terrorist activities, weather conditions, fire, flood or drought, epidemic, pandemic airport closures, rescheduling of means of transport, or any other eventuality outside our control which may delay or extend the holiday.

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## **11. Complaints**

BookMyTrail will do its utmost to ensure you have an enjoyable holiday. If you have any problems please contact us immediately and we will do our best to resolve them. Any complaints should be made as soon as reasonably practical and in any event to our office in writing within 28 days of the end of your holiday.

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## **12. Information**

While every care has been taken to ensure that the information provided by BookMyTrail is correct, all information is subject to alteration without notice. BookmyTrail accepts no liability for any inaccuracy in the information produced.

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## 13. Information Provided

Upon completion of your bookings we will send across an invoice and itinerary. The invoice will itemise the suppliers we have used and their cost price so we can forward this on for you. Your itinerary will detail the accommodation name, address, telephone, email, website and room price. Unfortunately at this time we cannot offer directions to each accommodation but we do provide you with a digital google map with accommodations pinpointed to their location on Google. We ask you call each accommodation 24 hours prior to your delivery to get directions.

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## 14. Covid 19 Amendments

To help you book with confidence, we are pleased to offer you the opportunity to make 5 changes to your booking, for free, up to 30 days prior to the start of your tour. This will enable you to change the date of your tour up to 5 times, moving it forward to a date of your convenience. Our updated COVID-19 Terms and Conditions are:

### 14.1

You are entitled to make up to 5 date changes per booking with no administrative changes applied.

### 14.2

Further date changes will incur charges as laid out in our Terms & Conditions  
Departure date of your first booking, prior to any amendments must be before 31st October 2021

### 14.3

Changes must be made up to 30 days prior to departure providing you have paid your deposit.

If a National or Local Lockdown occurs between 30 days prior to your trip, or before its completion which requires us to cancel the booking we will take the following steps:

1. We will contact you to update you on the situation and how it impacts your booking.
2. We will do our best, if the tour has not started to retrieve monies paid to suppliers.  
Please note, we pay our suppliers within the 30 days prior-the first date of your tour.
3. Monies we cannot retrieve, due to suppliers not accepting cancellations will be unredeemable. The remaining money will be refunded back to you.
4. We will work with you to arrange a date in the future, where the trip can be re-booked, or if you prefer, we will refund the retrieved funds back to you.

Please note that if a lockdown requires non essential shops to close, but accommodation remains open the trip will go ahead as arranged.

We do not take a margin from your tour until after the trip has been completed.

**By paying our booking fee you accept the terms laid out above.**