



Booking Conditions

Eternal Landscapes Mongolia

2025

Please Take Time to Read the Small Print

Please take the time to read and understand our booking conditions set out below. We aim to make them as clear as possible. We also recommend that you read our Pre-Departure Guidelines (What To Expect and Planning & Practicalities) prior to booking to ensure that you understand them as well as the itinerary and tour style. By booking a trip with Eternal Landscapes you are deemed to have agreed to the below booking conditions and understand our Pre-Departure Guidelines and travel philosophy.

Thank you.

Your contract is with Eternal Landscapes & Gobi Gua Undur (Gobi Gua Undur is our Mongolian name).

- **Registered office in the UK** – Hillbury, 38 Exeter Rd, Okehampton, Devon, United Kingdom, EX20 1NH
- **Registered office in Mongolia** - 59-B, Narnii Zam, 13th Region, 1st Committee, Sukhbaatar District, Ulaanbaatar

These Booking Conditions, together with the Pre-Departure Guidelines and specific itinerary for the tour you have booked, and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Eternal Landscapes ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them; and
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

1. Pre-Departure Guidelines

Our Pre-Departure Guidelines are written in good faith and are solely designed to help you understand the itinerary and the style of tour you are undertaking. As such, it is important that you read this document. When signing the booking conditions you are also signing that you have received, read and understood the guidelines.

2. Deposit

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a non-refundable deposit. (If you are booking within 60 days of departure, full payment is due at the time of booking unless on a small group tour.); and c) we issue you with a written booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

3. Final Payment

The balance of the tour price must be paid in full by you by the date indicated on your final invoice. If the balance of the monies due from you is not paid by the payment date Eternal Landscapes reserves the right to treat the contract as cancelled by you in which case the cancellation charges set out in clause 10 will become payable and we will retain the deposit.

Payment can be made by cheque (UK cheques only), by credit card (your card will be charged in GBP) or by bank transfer (national or international) – in the case of international payments you must ensure that the full amount is received by Eternal Landscapes after all bank charges have been levied.

4. Domestic Flights

We may be able to arrange internal flights within Mongolia for you, upon request. Where we agree to do so, this will constitute a separate and independent booking from any other arrangements you have booked with us and as such the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 will not apply to your booking.

5. Your Financial Security

As an Eternal Landscapes client your payment is deposited with the Travel Trust Association (Membership number U8885), an independently monitored trust account. Your payment stays in this account until your tour is completed. Only then will your payment be signed over to Eternal Landscapes thereby guaranteeing that in the unlikely event of Eternal Landscapes going into liquidation your money is still safe and you would get it back in full.

6. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however, as a small company with a limited administrative team, occasional changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

7. To Change Your Booking

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

Where we can meet a request, you must pay for any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) before departure. But, you must meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8. Cancellation Of Or Amendments To Tours By Eternal Landscapes

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. This is especially relevant in Mongolia, where unexpected changes are common and flexibility is key.

Changes: If we make a minor change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. Examples of minor changes include alteration of your outward departure time by less than 12 hours, change of accommodation to another of the same or higher standard.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure:-

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached (please see Clause 9 below).

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for major changes) accepting the changed arrangements;
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

Compensation: If we cancel or make a major change less than [60 days] before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

70 days or more	£0
69-29 days	£10
28-15 days	£20
14-8 days	£30
7 days or less	£40

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than [60 days] before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 23).

Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

9. Minimum Numbers

A minimum of two or three confirmed travellers will be sufficient for the departure of our group trips (this will not impact tailor-made itineraries). Where minimum numbers are not reached at least 30 days prior to departure (or where the group size falls below the minimum numbers) you will be given the following options:

- We will offer you the opportunity to pay a supplement, payment of which will guarantee the departure. If late bookings come in such that the minimum numbers are met we will repay any supplement.
- An alternative departure date - no amendment fee will apply. Any price difference will be deducted from/added to your final invoice.
- A full refund.

10. Cancellation By You

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

- If you decide to cancel your trip, by choice or necessity, up to 10 weeks before departure, we will fully refund your deposit (and balance if paid). Refunds will be made in GBP or US\$ excluding fees we incurred to receive your payment and any cancellation fees we incur for domestic flights or accommodation booked at your request. The actual amount you receive may be lower or higher depending on the exchange rate used by your bank.
- If you decide to cancel between 10 weeks and 31 days before departure, we will fully refund your balance (if paid), and your deposit will be held as credit to be used on a different trip instead (with no cut off date. This can be transferred to a friend or family member). Refunds will be made in GBP or US\$ excluding fees we incurred to receive your payment and any cancellation fees we incur for domestic flights or accommodation booked at your request. The actual amount you receive may be lower or higher depending on the exchange rate used by your bank.
- If you cancel within 30 days of departure, we will retain the following percentage of your deposit and balance.

Notes

- There is no time limit on when you may use your deposit credit, but it is non-refundable if you decide to cancel in future
- Failure to join the tour will also mean you forfeit the tour cost. We will deduct the cancellation charge(s) from any monies you have already paid to us.
- Eternal Landscapes strongly advise that you ensure that the travel insurance which you are required to take out in order to join the tour also provides you with sufficient cover in the event that you need to cancel your booking.

11. Alteration By You On Tour

During the tour if of your own volition you make any alteration to any portion or part of the tour, such alteration will be entirely at your expense and liability. You will receive no refund for any unused portions / part of the tour / service.

During the tour if of your own volition you depart from the tour, such departure will be entirely at your expense and liability. You will receive no refund for any unused portions / part of the tour / service. You will be asked to sign a tour departure form.

12. Passports, Visas And Vaccinations

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. You are responsible for arranging and, must be in possession of, a valid, acceptable passport and any visas required for your tour. Your passport must be valid for 6 months beyond the duration of your tour and have at least one blank page for your Mongolian entry and exit stamps (received at immigration).

We cannot accept responsibility for any client who is refused entry into Mongolia or incurs any other loss because they have not complied with any passport, visa, immigration requirements or health formalities. Eternal Landscapes will not refund you the cost of any unused portion of your tour resulting from the refusal or delay of entry. . You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

It is your responsibility to ensure that you are aware of all recommended vaccinations and obtain proper and detailed medical advice prior to travel.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Mongolian Embassy.

13. Travel Insurance

Travel and medical insurance is mandatory for all clients travelling with Eternal Landscapes. It is one of the most important criteria for anyone who travels. In the very unlikely event that an emergency occurs, your insurance must deliver.

You, with your personal property including baggage, are travelling solely at your own risk. You are solely responsible for arranging your own insurance and should ensure that you are covered for the full duration of the tour.

Your travel insurance must provide cover against personal accident, medical/hospital expenses, emergency repatriation, and death. We strongly advise it covers cancellation, curtailment, personal liability, loss of luggage and personal effects and emergency helicopter and air-ambulance cover.

You must satisfy yourself that your policy covers medical emergencies resulting from any/all of the activities that you propose to undertake during the course of your travels and you should request a full policy document from your insurer if one is not automatically provided.

Please note: Hard helmets are not provided on animal treks so check with your insurance company that you are still covered.

14. Safety Standards

Safety standards in Mongolia may differ from those applicable in your own country. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

Please note, it is the local standards of the country in which any services are provided which apply to those services and not those of your own country. As a general rule, these requirements and standards will not be the same as your own country and may often be lower. For example, safety belts cannot be guaranteed in all vehicles provided on your trip. If you intend to take part in any riding activities whilst on holiday you should bring your own riding hat as these will not be provided locally.

15. Flights/Delays

It is your responsibility to ensure that the tour has reached the minimum number of bookings necessary to run before going ahead and purchasing your international flights. We cannot accept any liability for any delay in your outward or inward flights, whether the cancellation or delay is caused by weather, airline rescheduling, industrial action or mechanical failure etc. We give no refunds or compensation for lost time and services from the itinerary.

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned directly and immediately. As we do not offer flights or other transport as part of our package, we have no liability whatsoever to you in respect of any such delays or cancellations. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.

16. Prompt Assistance In Resort

The Package Travel etc Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 22 (3) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them.

17. Fitness And Participation

We assume you are in good health, sound mind and have a sufficient level of fitness to complete your chosen tour.

It is very important that any mobility impairment, illness, disability or medical condition that you suffer or are recovering from, has been brought to our attention at the time of booking. We reserve the right to turn you away at any time without reimbursement if we find that you have concealed an existing medical condition which is affecting your ability to participate in the tour. We also reserve the right to turn you away (without reimbursement) if we consider you incapable of completing your tour. If you choose not to participate in any activity due to poor fitness or health then no refund or partial refund will be offered.

You must accept that you will be travelling to remote areas of Mongolia where possible problems may include forces of nature, accidents etc. You must accept associated risks with altitude, illness, physical exertion etc. knowing that access to evacuation and/or suitable medical supplies and support may not always be available.

Should you have an accident or become ill during a tour, the Eternal Landscapes representative will take whatever emergency steps are required to get you professional treatment as soon as practically possible. Where appropriate you will be given an office contact to provide ongoing assistance.

Eternal Landscapes reserves the right at any time to require you to produce a doctor's certificate certifying that you are fit to participate in the tour.

18. Flexibility

We ask you to accept that travel in Mongolia is adventurous. Much of the challenge and therefore the pleasure of such travel are dealing with unexpected situations as they arise - the nature of travel in Mongolia demands a flexible approach to travel. Travel within Mongolia and the facilities we use will not be similar to standards that you may be accustomed to at home; we do not offer luxury travel.

You should also understand and acknowledge that delays and alterations (including changes in route or method of transport) may be materially and consequentially affected as a result of Force Majeure, weather, local political conditions, natural disasters (including severe flooding), mechanical breakdowns, sickness or other unforeseen circumstances. You must also understand and acknowledge that the disappointment, discomfort and inconvenience that may accompany them, are always possible.

You must be prepared to accept this flexibility and to accept that Eternal Landscapes cannot be held responsible for delays and alterations in the schedule, or for expenses incurred as a result of any delay or alterations arising from any such circumstances.

19. Eternal Landscapes Authority and Passenger Behaviour and Damages

You agree to accept the authority and decisions of Eternal Landscapes and our representatives whilst on tour. At all times the authority of Eternal Landscapes is final when concerning matters likely to endanger your own health or safety or in regard to behaviour or ill health.

We request that individuals caught up in any incidents on tour remain calm and allow the Eternal Landscapes representative to deal with matters as best they can.

It is the responsibility of the Eternal Landscapes representative to manage the group travel arrangements. The Eternal Landscapes representative will instruct you on a time and a place to meet before travelling. It is your responsibility to ensure that you understand these instructions and to be in the correct place at the correct time. If you are not you are responsible for any additional costs you incur.

If your behaviour is disruptive, aggressive, threatening or abusive or is likely to cause disruption, distress or discomfort to any other people we reserve the right to cancel your tour immediately without liability. If a passenger proves entirely unsuitable, we have the right to insist that the person leaves the tour without reimbursement for any unused portions of the tour or for any onward travel.

You are expected to obey the local laws, customs and drug regulations of Mongolia and any failure to do so will relieve Eternal Landscapes of all obligations that we may otherwise have under these booking conditions.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded.

You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

20. Excursions, Activities and General Area Information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us.

They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

21. Price Revisions

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed holiday is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission (if applicable).

If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

22. Liability

1) Eternal Landscapes accepts your booking on the firm understanding that you appreciate and accept the possible risks and hazards involved in adventure travel (including injury, loss or damage to property, discomfort and inconvenience) and that you participate in our tours entirely from your own volition.

You must accept that you will be travelling to remote areas of Mongolia where possible problems may include forces of nature, accidents etc. You must accept associated risks with altitude, illness, physical exertion etc. knowing that access to evacuation and/or suitable medical supplies and support may not always be available.

2) Eternal Landscapes will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of any luggage or personal possessions and money:

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Damage to luggage or personal possessions:

Due to the terrain and nature of the holiday, luggage is often carried on the back of animals such as camels and horses. Where you have over packed, luggage cannot sometimes only be moved to tents by dragging suitcases on the floor. As such damage can occur to luggage and personal belongings, and Eternal Landscapes cannot accept any liability for this.

(c) Claims not falling under (a) or (b) above and which don't involve injury, illness or death:

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(d) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel);

The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

23. Force Majeure

Except where otherwise expressly stated in these booking conditions, Eternal Landscapes will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

24. If You Have A Complaint

Should you have a complaint whilst on the tour you must notify your the Eternal Landscapes representative at the earliest opportunity, so that they can do what they can to immediately rectify it. If the problem is not brought to their attention then they have no opportunity to rectify it. If satisfaction is not reached through these means then any further complaint should be put in writing to Eternal Landscapes within 28 days of the end of your tour.

We shall acknowledge a written complaint submitted at the end of your tour within 14 days of receipt. Within 28 days of receipt, we shall provide a full response to such complaint or where necessary provide you with a written detailed explanation of why there is a delay in providing a full response and in any event, we shall deal in full with any such complaint within 56 days of receipt.

In the event that we are unable to resolve your complaint, you may refer your complaint to the arbitration scheme provided by the Travel Trust Association. This scheme, details of which can be provided upon request, provides for a simple and inexpensive method of arbitration on documents alone.

25. Jurisdiction And Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.