

## TERMS AND CONDITIONS OF AMPASCACHI HORSE RIDING HOLIDAYS SL

### BOOKING TERMS

The foregoing terms are the basis of your contract with **AMPASCACHI HORSE RIDING HOLIDAYS SL**.

Booking terms are described as follows.

#### 1. Booking

We ask you to read these booking terms in full as all the information included in this document is the basis of your contract with Ampascachi. It is possible that from time to time we might make changes to the Terms and Conditions and the latest version shall be always available at our website. If you have any queries about our booking terms or you happen to need help you can contact us by email at [natalia.imberti@ampascachi.com](mailto:natalia.imberti@ampascachi.com) or call us at +54 9 3562 570418.

Under these Booking Terms, the expressions "Ampascachi", "we", "our", "us" stand for AMPASCACHI HORSE RIDING HOLIDAYS SL., recorded in Barcelona, Spain, under license granted by the Generalitat de Catalunya to operate as a company authorised to sell tourist packages, under Record Number: GC-003930, NIF: B66390816 and recorded in the Mercantile Registry of Barcelona in Record Book 44530, FOLIO 100, PAGE B 458883, with RECORD 1, with legal domicile at (08860) Castelldefels (Barcelona), calle Iglesia N° 114, Local Planta Baja.

In the moment that you make your reservation, you ensure that you have the authority of accepting or not on your behalf the terms in the booking terms herein described.

This contract shall be binding as soon as we confirm your booking, so for this purpose we will send you an email to the email account stated in the booking form with the content of this contract. Thereto, you are required to fill in with your full name where it reads: "*I have read and expressly accept in all its terms*".

In this way, you will have an electronic copy sent by Ampascachi and we will have a copy sent from our email address. This shall give us legal force of consent between both parties in this contract. Any notification shall be sent to the address you detail in your booking form.

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Upon reception of your consent, we will confirm you the booking by sending you an email with a detailed invoice attached therein, including all the services described in this contract and any pertaining information about your riding holiday.

The process shall start with your booking form of any of our riding holidays. This shall be analysed by Ampascachi and, if all the information is correct, we will confirm you your booking. You can make your booking up to 30 (thirty) days prior to the start date of your riding holiday. If you make a booking before 30 (thirty) days, you shall be entitled to choose to pay at least 20 (twenty) % of the total price of the riding holiday, or to pay it in total. In case you choose not to pay it in total, but at least the 20 (twenty) %, you are required to complete the payment in total 30 (thirty) days before the start date of the riding holiday in order to have confirmation of your participation.

If you book your holiday more than 30 (thirty) days in advance, you can choose to secure your booking with a minimum deposit of 20% or you can pay the full amount of your program upfront. In case you choose not to pay it in total, you are required to complete the payment in total 30 (thirty) days before the start date of the riding holiday in order to have confirmation of your participation.

If we do not receive your total payment before 30 (thirty) days of the due date, we shall terminate this present contract, and Ampascachi shall have the right to keep as indemnification for related costs, the down payment that you have made which is 20 (twenty) % of the total price of the riding holiday.

Considering the start dates available, you will be able to plan your riding holiday according to your preferences in relation to dates and group participants. Ampascachi guarantees all services under this contract as there is no minimum number of participants and your might even book alone, or in group, or join any other group. Each riding holiday explains in detail the availability and the duration days.

## **2. Prices and details of the riding holidays**

1) All prices listed by Ampascachi refer to the price per person based on a minimum number of participants per program.

If the minimum number of people per group and program is not reached up to two months before the start date of the program, an additional fee for small groups will be charged to the price of the program. That additional fee is shown in the email that is attached to confirm the reservation, as established in section 1 of this document.

Two months before the start date of the booked program, Ampascachi will communicate by email, to the address with which the reservation was confirmed, the number of people in the group and the amount of the corresponding additional fee for small groups, if the group has less than the required minimum of people per program.

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The amount of the corresponding additional fee must be paid up to 30 days before the start of the program.

In the event that the person who has made a reservation decides to cancel it and the only reason for that is the additional fee for small groups, they can do so free of charge, only by notifying us of their decision, within 10 calendar days after the date of the communication email, mentioned above.

After 10 calendar days, the reservation cannot be cancelled because of the additional fee for small groups.

In the event that the reservation is cancelled, within the aforementioned period, Ampascachi will refund the reservation amount within a maximum period of 120 days.

We reserve the right to modify the prices of any of the programs offered by Ampascachi. You will be informed of the final price of the program you wish to book before confirming your reservation. You will be informed of the current price of the program you wish to book before confirming your reservation.

2) At the time of booking, a minimum deposit of 20% per person is required for the program you intend to book. The rest of the price of the riding holiday shall be paid at least 30 (thirty) days prior to the start date thereto. In order to guarantee the price of the holiday requested you must pay it in total before this date. If the balance is not paid on time, we will cancel your reservation and proceed to withhold up to 20 (twenty) % of the price of the program from your deposit.

3) Only if your payment is done under the conditions hereinbefore described, the price of the riding holiday shall be guaranteed in total and shall not be subjected to any charges or changes.

4) Each riding holiday shall have a price per person, but you will obtain significant benefits under our policy of Special Prices for groups:

## Special Prices for Group Bookings:

You can have the benefit of paying an special price if, at the moment of making a reservation, you make it for you and other people who express their willingness to share a room at the hotel and/or the estancia with a minimum of two people.

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Ampascachi guarantees that if you book in any of our programs and you are the only one person who has reserved for a date in a certain program, it will be carried out in full and with the conditions agreed upon in the reservation. Your Riding Holiday will not be cancelled, since there is not a minimum number of participants. If the final number of participants on your travel date is between one and five people, a supplement will be charged depending on the number of participants. You will receive notice about whether the supplement applies 31 days before the start of the program and you have the option to accept and pay the supplement or cancel your reservation and receive full refund of the payment already made as a reservation of the program. You agree to know this provision when booking on this trip. This way, you can plan in advance the equestrian program generating predictability of it.

Ampascachi offers you two or more possible dates per month as start dates. If you have a group of 4 or more people, you may choose your convenient date, apart from the two possible dates offered beforehand.

From the moment that the rider arrives at the start point of the riding holiday until the final destination of said holiday, each of our riding holidays includes the following according to its itinerary:

- All transfers inside Argentina
- All accommodation
- All meals and drinks
- All horse riding and non- horse riding activities
- English speaking host-guides from Ampascachi.
- Gauchos baquianos (who know the tracks well) who accompany the groups
- All horse rides on Peruvian Paso Horses of Ampascachi
- Baggage transfer done by our Logistics Team
- Horse riding and camping equipment and the personal hygiene kits
- Satellite phones and mobile phones for emergency calls

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As regards languages, it is important to know that in Argentina only the host/guides speak English and this shall be the people who will be with you all the time during rides. On our accommodation places, the host speaks English as well. The rest of Ampascachi's staff as well as other people at the places we will have our meals or stay for the night only speaks Spanish.

Riding holidays do not include:

- Any international flights, unless it is specifically agreed with Ampascachi; indeed, we offer you any assistance or advice on this matter.
- Any additional drinks or meals in all accommodation, restaurants, or shop on our routes.
- Any accommodation or transfers which shall not be listed in our itinerary. Any additional transfer (for any reason, including flight delays) different from the ones included in the itinerary shall be paid by the rider.
- Any activities or additional packages. Please request our advice on this matter.
- Any laundry service in our Equestrian Centre Haras Ampascachi, or at any other point along our itinerary.

### 3. Changes in your booking

If after you have received our booking confirmation, you are interested in changing your riding holiday, any modification to it; for example, the start date, or the holiday chosen, we shall do our best to make those changes, but we do not guarantee those changes can be made. Any request for change shall be done in written and done by the person who made the reservation. In the event that we have to pay any charges on modifications, you are compelled to pay those charges. You should be aware that prices might increase near the start date of the riding holiday, therefore, we advise you to contact us as soon as possible.

This clause will not be effective in the event that the guest has booked through our **Early Booking Discount Program**, provided for members of the Ampascachi Community.

## 4. Cancellation of your riding holiday

You have the right to cancel your riding holiday at any time. The notification of such cancellation shall be done in written and by the person who made the reservation on his or her name. As we have some costs on your cancellation, you are compelled to pay cancellation costs applicable to a maximum amount as stated under provision 6.

If the reason for your cancellation is under the terms of your insurance policy, you are likely to recover these costs.

This clause will not be effective in the event that the guest has booked through our **Early Booking Discount Program**, provided for members of the Ampascachi Community.

## 5. Changes details or cancellation of the riding holiday

It is highly unlikely that we are forced to make any changes to your riding holiday as we have designed and planned each riding holiday in detail. Yet, we might have an eventual change due to force majeure or fortuitous event, so we hold the right to make these changes at any moment. Most of these changes shall be minor ones. We also hold the right to cancel your riding holiday under any circumstances due to force majeure or non-compliance on the payment of the total price.

If we fail to provide you the services offered for the riding holiday booked, you are entitled to claim reimbursement of all the amount paid, or accept our offer of taking another riding holiday, of a similar level, if available (if the riding holiday chosen costs a lower price, we shall reimburse you the difference). If by any reason we cancel your riding holiday, we shall reimburse you as stated under this disposition.

For minor changes we mean a change in accommodation to another of the same quality, or a change in a restaurant.

In the event that we make an important change in your riding holiday, we shall inform you as soon as possible before the start date. You have the right to accept the changes, or an alternative riding holiday offered by us, if available (if the riding holiday chosen costs a lower price, we shall reimburse you the difference), or claim for the cancellation of the riding holiday booked and be paid a compensation for the total amount paid.

Under all these cases, except the one we make any important change, due to force majeure, we shall pay you the indemnification as detailed herein below:

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If we make an important change in the riding holiday:

Period before the start date, within which you are notified of the important change:	Amount you shall be paid:
More than 30 days	Null
15 to 30 days	50 euros
1 to 14 days	100 euros
Less than one day	200 euros

If we cancel your riding holiday:

Period before the start date, within which you are notified of the important change:	Amount you shall be paid:
More than 30 days	Down payment paid only
15 to 30 days	100% of the total price of the riding holiday + 50 Euros
1 to 14 days	100% of the total price of the riding holiday + 100 Euros
Less than one day	100% of the total price of the riding holiday + 200 Euros

If you cancel your riding holiday:

Period before the start date, within which you are notified of the important change:	Amount of cancellation rate:
More than 30 days	Down payment paid only
15 to 30 days	50% of the total price of the riding holiday
Less than 15 days	100% of the total price of the riding holiday

If we cancel your riding holiday:

You are entitled to claim for the amount of money you consider right, apart from the compensation we shall pay you.

**Force Majeure:** Under this situation we shall not paid any compensation if the reason for cancellation or any unpredictable change in your riding holiday occurs under force majeure. These reasons can include; for example, any disturbance, labor conflicts and their consequences, any natural or nuclear catastrophe, fire, adverse climatic conditions, etc.

## 6. Complains

If you have any problems before or during you riding holiday please inform our staff, the commercial representative, the host/guide and we shall do our best to find a solution. If you do this, we will be able to identify the situation faster and have a quick answer.

If you are unwilling to follow this simple step, we shall not have the chance to find out about the problem and ratify your complaint, and therefore, this fact shall be detrimental to you in virtue of this present contract.

## 7. Our liability with you

If the contract we have with you shall not be executed or is executed wrongly by us, we shall pay you the corresponding indemnification. However, we shall not be liable if any failure in the execution of this contract is caused by you, or by a third party unrelated to the services rendered in this riding holiday, or in the event that failure is unpredictable or inevitable; or any unpredictable or unusual circumstances outside our control whose consequences could not have been avoided, or in an event that we were unable to predict, even with all the necessary diligence.

Our liability, except under any case of death, injury, or illness, shall be limited to a maximum of twice the price of the riding holiday. Our liability shall be limited pursuant to:

- a) Any contract terms of the companies who render to us transport services.
- b) Any international convention applicable herein; for example, the Montreal Convention related to air travel, the Athens Convention related to sea travel, The Bern Convention related to ferry travel, and the Paris Convention related to the provision of accommodation, which limits the amount of indemnification claimed in cases of death, injuries, passenger delay or any baggage loss, damage or delay. We should be considered as having all the benefits of compensation under any of these conventions described hereinabove. Pursuant to community law under (Regulation 261/2004) you have the right to claim for reimbursement and / or compensation from the airline in case of refusal to embark, cancellation or major delay in a flight. Full details on your rights shall be provided to you at any EU airport and they are also available at any airline company. However, any reimbursement under these cases shall not entitle you to claim for automatic reimbursement of the cost of your riding holiday from us. Your rights on reimbursement and / or compensation claimed from us are stated under clause 6. In case your airline fails to comply with these regulations you are entitled to make a formal claim to the Air Transport Users Council.

## **8. Swift Assistance**

If the agreement we hold with you shall not be done or it is done wrongly as a result of any failure caused by a third party unrelated to the provision of our services, or as a result of any failure caused by unusual or unpredictable reasons outside our control, and whose consequences could not have been avoided, due to an event that we, even with all necessary diligence, could not have anticipated or overcome and you suffer from an injury or any other material loss, we guarantee immediate assistance and a reasonable agreement under the circumstances described hereinabove.

## **9. Personal Baggage**

In all our riding holidays your baggage shall be carried under our logistics and we shall do our best to guarantee baggage safety. We advise you not to travel with valuable or unrecoverable objects. We shall not be liable for the loss or theft of your baggage or any of your personal belongings and you are advised to have travel insurance. In the event of loss or damage on your baggage, during the time of our riding holiday, starting from the start point until the end point of said riding holiday, independently of the cause, even under the event of negligence, our liability is limited to a maximum of 400 (four hundred) Euros and to your travel insurance. You are requested to have your passport with you or in a safe box and take a photocopy of your passport in a separate place in your luggage.

### **9.1. Baggage identification:**

When our guide picks you up at the airport or hotel where you are staying before the start of your Ampascachi program, you will hand in your luggage to our guide. Each piece of luggage or bag will be identified with a tag and you will get a copy of each identification tag. Said baggage identification tag will include your personal information and an identification number. Our Ampascachi guide will also keep a copy of the tag.

When you get your luggage back, our guide will require the baggage tag. This procedure will be repeated every time the Ampascachi logistics staff transports or handles your luggage.

Ampascachi will keep track of your luggage through a list with all the information detailed on each tag.

This procedure applies both to general luggage and to those items you will carry during the ride or equestrian program. The terms and conditions for general luggage and the luggage you carry during the ride are specified below.

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In the case of crossing the border from one country to another during a ride and the Ampascachi Logistics Team is responsible for transporting your luggage through the border control and customs, Ampascachi reserves the right to ask you to show the contents of your luggage to check that you are not carrying any prohibited items in both the country of origin and destination. Furthermore, you may also need to provide the combination or key to your suitcases to open them at the request of the border force officers in case they need to inspect your luggage. Otherwise, customs officials have the authority to break open any luggage to inspect all contents.

## 9.2. Types of Luggage and Value Declaration:

Ampascachi will accept two types of luggage depending on whether it is an equestrian program or a horseback trip.

**General Luggage:** The luggage you bring with you when you meet our Ampascachi guide.

**Ride Luggage:** The luggage that you carry during the horseback trip and that will be handled by the Ampascachi logistics staff at all times. During the ride, you will carry the strictly necessary luggage. In the case of bringing several pieces, you will be required to pack all the items you will need for the ride in a single suitcase or bag.

Ampascachi will take care of the rest of the luggage that you do not need to take with you and you will get your luggage back on the last day of the program.

**Luggage Value Declaration:** Other than the clothes you may bring in your luggage, you must declare any valuable items and their value, and sign a Luggage Declaration form as an affidavit for both General and Ride Luggage.

Valuable items are:

- Jewelry, luxury watches or pens
- Valuable documents such as medical records or others
- Antiques
- Electronic equipment, such as cameras, laptops, tablets, data storage devices, appliances, etc.
- Prescribed medicine for your health condition (in this case you should carry them personally and make sure you have them at all times)

This is not an exhaustive list and it may include other articles you consider valuable.

Ampascachi reserves the right to hold or not the valuables contained in your luggage in custody, depending on the articles and their declared value. If the valuables are not accepted in custody, you will be advised how to safeguard those items.

In the case of laptops and storage devices, if applicable, Ampascachi will be held responsible for the value of the declared device and not for the information it contains.

## **9.3. Luggage to Carry during the Ride or Horseback Trip:**

It is advisable to bring:

- Clothes appropriate to the time of year in which the ride takes place
- Toiletries such as toothpaste, soap, sun cream, sunscreen, etc., although Ampascachi will provide a complimentary toilet set
- Prescribed medicines for your health condition
- Prescription glasses and sunglasses
- Helmet, hat and/or cap.

This list is not exhaustive and may include any personal items you deem necessary for the ride, always taking into account that everything must be in a single suitcase or bag.

If, during the program or ride, you need to carry any of the following items:

- Medicines that you take regularly
- Valuable digital information stored in USB memories
- Credit Cards
- Cash
- Valuable documents
- Photography equipment
- Smart phones
- Laptops, personal computers, tablets, etc.

We recommend that you carry these items with you at all times during the ride inside a suitable container or case.

All those items of your luggage that were not held in custody by Ampascachi at the time of luggage value declaration and that you wish to carry during the ride, or personal items such as a smart phones or cameras, will be your sole responsibility.

## **9.4. What Not to Bring to an Equestrian Program or Ride**

It is not advisable to bring:

- Jewelry, luxury watches or pens
- Valuable documents such as medical records or others
- Antiques
- Electronic articles, such as cameras, laptops, tablets, data storage devices, etc.

## **9.5. Baggage irregularities:**

Ampascachi cannot accept any responsibility for baggage with minor damage due to normal wear and tear and handling activities, including scratches, scuff marks, stains, dents and dirt. Ampascachi will take all the necessary measures to avoid damage, delays or loss of your luggage, however, our liability for these events will be limited.

In all cases, both General and Ride items of luggage that have not been declared and held in custody by Ampascachi, as well as those items you carry personally during a program or ride, will be your sole and exclusive responsibility. AMPASCACHI does not assume liability for total or partial loss, damages of any kind, loss and / or any other problem arising with your luggage and other personal belongings, limiting our liability to € 400 as stated above in the case of Ampascachi losing your luggage.

We strongly recommend a comprehensive travel insurance plan with baggage coverage. Any claim, and / or agreement or procedure with the insurance company in the event of theft, loss, or damage to your personal items that were not held in custody by Ampascachi is your sole responsibility.

## **10. Passport, Visa and Migration**

Any visa, if corresponding, your passport, or any other migration requirements are under your responsibility and you are requested to confirm us you hold all this documentation. We shall not be liable if you are denied to travel in case you fail to comply with all the requirements about your passport, visa, if corresponding, or in migration process.

## **11. Additional trips to our riding holidays**

Any trips or tours and/or activities you might book or pay during your trip shall not be included in the riding holiday provided by us. Any other trip or activity booked by you shall be a contract between you and the trip or tour operator and not with us. We are not liable for the provision of any trip, tour, or other complication which might arise during the time of any of those services being rendered by the operator.

## **12. Special requests, diets and medical conditions**

Although we will do our best to accept and perform all reasonable requests, we shall not guarantee to comply with any request unless we have it expressly confirmed in written. Until we have it confirmed in written, any special request is subjected to availability.

If you or any member of your group has any medical condition or disability which might compromise your riding holiday, please inform us of this situation before confirming your booking so that we can advise you on the adequacy of established mechanisms. This includes any pre-existent medical condition which might get worse during the riding holiday. In that case, you are required to provide us all pertaining details in written. In the event that we feel reasonably incapable of making all necessary arrangements for the person under this condition, or if you fail to provide all the details at the moment of the reservation, we hold the right to deny or cancel your reservation at the moment we get notice of these details.

If you require any type of special diet, i.e., vegan, vegetarian or other type, such requirements must be made in writing indicating what foods you can eat so that Ampascachi, based on those items, can prepare the meals that you will eat during your holiday or program.

## **13. Delays**

We are afraid we are unable to offer you any assistance in case of delay from your departing point to Argentina, or during your trip back home. Yet, airlines offer passengers some refreshments, etc. We are able to offer you any assistance during all the time of the riding holiday booked from us, but not after that time or in any time during your international flights.

## **14. Conduct**

When booking a riding holiday with us, you accept the liability on any damage or loss caused by you or by any member of your group. The total amount paid under any damage or loss must be done immediately to the owner of the accommodation place or to the manager, or to whom it may concern.

If you fail to do so, you are compelled to indemnify us for any future claim made against us as a consequence of your actions. We expect every customer to have consideration for the rest of the people. If we or any other authorised person considers that any person is not behaving properly, or he or she might be a danger to third parties, or he or she might cause any damage to property, we hold the right to terminate his or her riding holiday without prior notice. Under this circumstance, we shall request the person(s) to leave the premises or any other service rendered by us. We shall not be responsible for this/these person(s) (including the trip back home). No refunds will be made and no payment on costs or expenses incurred hereto shall be done pursuant to the termination of this contract.

## **15. Security Measures**

You should bear in mind that as regards security we follow regulations and requirements enforced in Argentina where the services included in your riding holiday are rendered and that are applicable to all services provided during any riding holiday, and not under any regulation of the United Kingdom. As a general rule, these regulations and requirements are the same as the ones enforced in the United Kingdom.

## **16. Conduct and Safety in relation to horses**

Whenever we are on a route on horseback, or training on horses, in company of your host/guide, you are requested to follow the indications given by this person as regards safety, the rhythm of the march, etc.

It is a booking condition and under this contract you accept that your host/guide, as mentioned hereinbefore, holds the right to ask you to dismount or deny you the possibility of taking the route, or continuing in it, if for any reason, including your inability, conduct, or health condition, the host/guide might consider that safety or well-being of any person or horse is at risk. If this shall be requested by your host/guide, you are not entitled to claim for any compensation or reimbursement.

## **17. Privacy Policy**

For the purpose of processing your reservation and to prevent any inconveniences during your riding holiday, we need to use the information you provide us such as your name, address, special requests, any diet requirements, etc. We promise to do our best to hold your information safe by taking all the necessary security measures.

This information might be also provided to airlines, hotels, credit card companies, public authorities, such as customs office, migration, if requested by any of them, or as requested by law.

Besides, as you are hiring a service outside the European Economic Area (EEA), data safety controls in Argentina might not be as efficient as they are in the United Kingdom. However, we shall provide said information only to people or companies who are directly related to the riding holiday being booked.

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This is applicable to any confidential information you provide us, such as details about any disability or diet or religious requirements. If we are allowed to provide this information to any pertaining entity in Argentina, we will be unable to confirm your reservation, and to make your reservation; therefore, you herein allow us to provide this information to any other person or pertaining entity.

Unless otherwise stated by you we shall collect all your information and use it to inform you about any future offers or to send you any brochures. We shall not give your information to any third party unrelated to your reservation. You are entitled to receive a copy of your information on our possession. If you would like to see this information, please contact us.

## **18. Acknowledgement of Risk**

For your own safety, riding helmets are required on all Ampascachi rides. Since helmets are considered personal items, each rider must bring their own. Besides, you acknowledge the risk related to horse riding and understands that horses, as independent creatures, might be unpredictable or react unexpectedly. You also acknowledge the fact that our routes might go along potentially dangerous places due to land conditions, or any other circumstances. Given the above, you herein accept to sign to Ampascachi an informed consent form which states that you understand and voluntarily accepts and assumes said risks. The breach of this condition shall give Ampascachi the right to end your participation in the route on horseback and you shall hold no rights to claim for any compensation or reimbursement.

Ampascachi, notwithstanding all we have said, minimises all these risky situations by providing horses with stable behaviour and guides who will constantly alert you on the different ways to go through difficult routes in an attempt to constantly reduce the risks at every moment, apart from offering the kind of logistics which keeps us communicated at every minute in order to solve any possible emergency situation.

## **19. Mandatory Insurance**

Travel insurance is mandatory and exclusionary to all riders in written and it should guarantee that you are insured to undergo all equestrian activities pursuant to the riding holiday booked.

We suggest you to check on the activities offered so as to be sure that you are covered by your insurance. Likewise, we recommend you to carefully read the coverage policy of your insurance company. In case you have any queries, please contact your insurance company.

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You are responsible for the organization of your insurance and the adequate protection for the total duration of your riding holiday. Ampascachi holds the right to cancel your reservation if you have not purchased an adequate insurance.

## 20. Images

You accept that any photographs or films recorded during your riding holiday with Ampascachi are used in publications or for the purpose of advertising.

## 21. General Issues

Your reservation is accepted by us in the mutual understanding that you are aware of the fact that the services rendered during holidays on horseback are quite different from many other holidays' services.

That horse riding implies that horses are not always predictable and there might always arise some inconveniences which are not under our control such as: weather conditions, land conditions, or any other local conditions which might influence the pace and the way we will horse ride in some moments and that some horses might seem a better choice for some riders than from others, in relation to the conditions of those horses.

That you accept that the descriptions of the equestrian routes given to you are a mere indication of what it is planned and are no contractual. It is advised to have some flexibility on this matter.

That any final decision as regards the performance of a riding holiday might be affected by various factors such as the ones described hereinabove, and that any decision shall be taken by us to the best interest of all the riders.

During the ride or program, weather conditions may change rapidly. Since wind and dust are not uncommon, it is advisable to bring the gear that the rider considers necessary to cover their mouth, nose and eyes, as these items are not provided by Ampascachi.

That you also acknowledge that infrastructure and all the regulations related to the riding holidays such as: accommodation and safety conditions in Argentina might be deemed inferior to those in the United Kingdom.

We, including our sales representative in the United Kingdom, and all our staff and collaborators in Argentina, shall do our best to make any necessary arrangements to guarantee that everything, including all services during your riding holiday, transport, and all related connections be executed without any inconvenient.

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However, this shall not be always possible to guarantee due to flight cancellations, weather conditions, mechanical failures, or any other unpredictable circumstances which might appear, not entitling the holder of this contract to claim for any compensation or reimbursement for the services not being rendered; yet, by being Ampascachi a company which directly provides its services, we are likely to satisfactorily find a solution to any delay in transfers, or any other inconvenient which might cause your dissatisfaction with our service.

## **22. Jurisdiction**

This contract with Ampascachi and any matter arising from this shall be governed by the Spanish Law, and both parties shall be irrevocably submitted to the jurisdiction of the courts in Barcelona, Spain.