GENERAL BOOKING CONDITIONS ACTIVE TRAVEL

Main office:
Address: 500025 Brasov, 2 Diaconu Coresi Str., Romania Tel: 0040268321515 Fax: 0040268331515 E-mail: office@activetravel.ro or marian@activetravel.ro.
The following Booking Conditions, together with all information relating to your chosen holiday contained on our website or in our relevant brochure, form the basis of your contract with Active Travel (operating through its brand names **City-Tours, Adventure-Tours**).

1. Making your booking

Once we receive your booking request, we will issue and send you an invoice, which also serves as confirmation of the services required. 10-14 days before departure, we will send you the vouchers for all services stated in the invoice. Contact us immediately if any information presented on any document appears to be incorrect or incomplete, as it may not be possible to make changes later.

2. Payment
In order to confirm your holiday, you will need to pay a non-refundable deposit of at least 20% of your selected travel arrangements (or a minimum of 150 EUR or equivalent). The deposit must be paid at the time of booking (or within a week after that, but not later, except for bookings made less than 45 days before the tour – in that case, you have to pay 100%. In order to secure particular flight fares, we may require a higher deposit than normal to be paid at the time of booking. This may include an amount up to the full cost of the flight(s) concerned. We will advise you of this before you confirm your booking. The balance of the holiday rate must be received by us not less than 6 weeks prior to departure. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we will send you a written reminder. If you do not pay all payments due in full within 7 days of receiving this reminder, we reserve the right to treat your booking as canceled by you.

3. The cost of your holiday
We reserve the right to make changes to and correct errors in advertised rates at any time before your holiday is confirmed. If there are any changes to the published rates, these will be confirmed at the time of booking. We will advise you of any error of which we are aware and of the then applicable rate at the time of booking. Once the rate of your chosen holiday has been confirmed at the time of booking, then, subject to the correction of errors, we will only increase or decrease the rate, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing. We will not change the confirmed rate of your holiday due to fluctuations in currency exchange rates. We will absorb increased costs up to a total amount equivalent to 5% of the cost of your confirmed holiday. Only if the increased costs exceed this 5% will we ask you to pay the difference. If any increase is greater than 5% of the cost of your holiday, you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except for any amendment charges) or alternatively purchase another holiday from us.

4. If you change your booking
a) An administration fee of 50 EUR per booking will be charged if a confirmed booking is changed or transferred to a different departure date or tour, up to 45 days prior to departure. Thereafter, all changes will be treated as cancellations and subject to the charges below. Changes are subject to availability.
b) If a client is unable to travel, in circumstances which the Company considers reasonable, the booking or that client's place on the booking may be transferred to another suitable person (introduced by you). However, the tour arrangements must remain the same as originally booked. If a transfer can be made, an administration charge of 50 EUR per person transferring his/her place applies if the Company is advised up to your balance due date, or 100 EUR per person if advised after your balance due date.
For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight / an alternative flight.

5. If you cancel your booking
Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written or verbal notification is received by the Company as a percentage of the total tour rate per person canceling.
a) 45 and more days before tour start date – retention of deposit
b) 44-0 days before tour start date – 100

6. Changes and cancellation by us
We start planning the holidays we offer many months in advance. Occasionally, we have to make changes and correct errors in the brochure, website, and other details, both before and after bookings have been confirmed, and cancel confirmed bookings. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a "significant change" before departure, such as: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward

departure time or overall length of time you are away of twelve or more hours, alterations to your confirmed place of departure that add more than 100 miles to any single leg of your journey. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: (a) accepting the changed arrangements or (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the rate of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the rate difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable rate of any such holiday. This means you will pay more if it is more expensive, receive a refund if it is cheaper, or cancel (or accept the cancellation), in which case you will receive a full and quick refund of all monies you have paid to us.

7. Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

8. Our liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
(a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
(b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (c) 'force majeure'. We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or website and we have not agreed to arrange them. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.
(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question.
(3) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (including, for example, the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability No 889/2002 for national and international travel by air and the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. 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. (4)
You must provide us and our insurers with all assistance we may reasonably require. You must also tell the supplier concerned about your claim or complaint and us as set out below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

9. Complaints and problems
In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the hotelier, carrier or other supplier in question. Any verbal notification must be put in writing and given to them as soon as possible. If the complaint or problem is not resolved to your satisfaction straight away, you must contact us with full details by telephone or fax within 48 hours. Until we know about a problem or complaint, we cannot assist. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to your home, giving your booking reference and full details of your complaint.

10. Your responsibilities
Bookings are accepted on the understanding that all persons traveling are normally in good health and able to fulfill the physical demands of the chosen holiday. Please do not take risks while on an activity holiday. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.
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 (including lost keys) must be paid directly at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. We expect all clients to have consideration for other people. If, in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s), including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

11. Special requests and medical problems
If you have any special requests, you must advise us at the time of booking. Although we will endeavor to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be met unless we have specifically confirmed this in writing.
Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the request on your Booking Confirmation and Invoice or any other documentation, is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

12. Brochure&website accuracy
Please note, the information and rates shown on this site and in our brochures may have changed by the time you come to book your holiday. Whilst we make every effort to ensure the accuracy of the website, brochures, and rates at the time of printing, errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the rate) with us at the time of booking. This website and our brochures are our sole responsibility. They are not produced on behalf of and do not commit any independent organisation/carriers whose services are featured in it.

NB. The rate is per person for double occupancy. If you are a single traveler, you must pay a single supplement from the start, even if you wish to share a room with an unknown traveler. We will know whether sharing a room is possible after we receive bookings from other clients, and if it is and both parties agree, we will refund the single supplement paid.