



General conditions for booking a service at Active Holidays – Tour Operator

1. Definitions

- 1.1. The **Agency** will mean in the context of this contract the Active Holidays - Travel Agency.
- 1.2. The **Tourist** means every individual or company who books a travel service or package with our Agency.
- 1.3. **Travel service** means any of the following: transportation assisted by an attested tour leader, tour leading/translation services offered by attested tour leaders, reservation at a hotel and/or accommodation at host-families, restaurants, tickets for public performances or public means of transportation, as well as tourist consulting.
- 1.4. **Travel package**, as defined by current legislation, is the combination of at least two of the following three travel services - transport, accommodation and other services (as defined in the previous section) - if it lasts more than 24 hours.

2. Agency's obligations

- 2.1. The **Agency** is responsible for the good performance of the programmes or services negotiated with the Tourist, except when the performance is affected by the tourist or by any third party; or in case of force majeure. The **Agency** can not be hold responsible for the method of classifying the accommodation outlets, the eating outlets or the transport facilities used in our travel packages or services.
- 2.2. The **Agency** is obliged to inform the tourist of any change of the programme, the cancellation fees and penalties.
- 2.3. Although every excursion is carefully planned, the **Agency** can not be hold responsible for any losses or supplementary charges resulting from timetable changes of the carriers or third parties to the contract, nor for the damages, losses, deteriorated goods, late running, accidents, etc., arisen from any third party's guilt. The **Agency** can, however, decide upon offering supplementary services to compensate for those incidents, provided the tourist regards them as well compensatory and does not have any further claims.
- 2.4. In case of price variations - be it because of external circumstances or a unilateral decision of the **Agency** - the **tourist** has the right to rescind the contract. This clause does not apply where there is a request to vary the programme.
- 2.5. The price of the travel package or any independent travel arrangement that makes the object of the underlying contract includes the cost of the services, the **Agency's** commission and any VAT due, as well as other legal taxes. The price is published in our standard offer or is communicated directly to the **tourist** in the case of the tailor-made travel packages.
- 2.6. Any amounts paid by the **Tourist** before the date of travel are insured according to current tourist regulations. *No other insurance is included in the price, but can be included at the Tourist's request, implying a corresponding price adjustment.*

3. Our Expectations from the Tourists

- 3.1. To guarantee and book the services, the **Tourist** is required to pay a minimum deposit of 150Euro/person or 400Euro/group by the time of booking. The services will be confirmed after the **agency** has received the money into the bank accounts. This amount will be lost in case the **tourist** will cancel the trip.
- 3.2. The **Tourist** is required to pay the full price for the travel service 25 days before the departure at the latest.
- 3.3. The **Tourist** has the right to require the paid services, proved by the documents/voucher issued by the Agency.
- 3.4. If problems occur during the programme, the **tourist** is required to contact the group leader, or if there is no group leader available, the **agency** in order to point out these deficiencies and for these to be solved.
- 3.5. If the **tourist** cancels the contract following a cause which can not be imputed to the **agency**, the agency will charge the following penalties:-
 - 3.5.1. between the day of booking and the 25th day before the date of departure, 25% of the price,
 - 3.5.2. between 24th and 15th day before the date of departure, 50% of the price;
 - 3.5.3. between the 15th and the 1st day before the date of departure, 80% of the price will be retained;
 - 3.5.4. In case of no show on the date of the departure, 100% of the price will be retained;
 - 3.5.5. If any authority refuses to grant entry into the country of destination, all taxes, fees and fares paid to date by the agency, which can not be recovered, plus a 15% of the total price (operation fee) will be retained by the agency.

4. This contract becomes enforceable on the date of signing or of accepting our services or travel package at the stipulated price and conditions over the telephone, in writing by post or electronic post - email, or in person, in knowledge of this contract.

5. Any claims, will be solved in a friendly manner; otherwise, it is open to court judgment. This contract falls exclusively under Romanian law.