



**ACTIVE AWAY BOOKING FORM 2009/10**  
**(Everyone traveling must complete a booking form)**

***Travel details***

Travel date	23 <sup>rd</sup> – 30 <sup>th</sup> April 2010	Booking date	
Flight time outward	Depart: 14:30 Arrive:20:45 (local times)	Flight numbers	Easy Jet 1939&1940
Flight time return	Depart: 21:25 Arrive: 23:35 (local times)	Departure Airport	Manchester
Accommodation	Aldemar Royal Mare HB	Destination Airport	Heraklion
Room type	Garden View	Duration	7 Nights
Sharing with *	Name of person you are sharing with: Individual booking (Individual booking forms needed) Wanted: <input type="checkbox"/> , Tick this box if you like us to find someone for you, if there is no one available a single room price will be charged!		

***Advanced Passenger Information \*\****

Passenger's Full Title & Name. (As it appears on your passport/ID)		Full Address Address where confirmation will be sent to.	
Passport Number		Contact number 1	
Country of issue		Date of birth	
Date of issue		Nationality	
Expiry Date		<b>Email</b>	

***Passenger details for Holiday package***

What is your level of tennis	Beginner - Improver – Intermediate – Advanced
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***Details for payment (prices per person)***

Accommodation plus:	Tennis package	Fitness package	Golf Package	Childs Price
HB based on 2 sharing	£779.00	£	£	£
HB single room	£ 899.00	£	£	£
SC Luxury Villa/apartment	£	£	£	£
VIP Room based on 2 sharing	£879.00	£		£

DEPOSIT (non-refundable)	£200.00
TOTAL COST	£
<b>TO BOOK</b>	<b><i>To Book, post this completed booking form together with relevant Cheque payment to; Active Away Ltd, David Lloyd Leisure, Pride Parkway, Riverside Road, Pride Park, Derby DE24 8HY.</i></b>

Confirmation	A letter confirming your booking, payments and holiday details will be sent via email
Insurance	We strongly recommend you arrange your own travel insurance before travelling. Tennis holiday insurance can be taken out at <a href="http://www.activeaway.com">www.activeaway.com</a>
Terms/Conditions	Please sign below confirming you have read, and will abide by our terms and conditions
Signature	Print name:

**\*\* Make sure details are filled in as it appears on your passport or photo id, incorrect spelling might result in extra charges.**



## Terms & Conditions Active Away Ltd 2009/10

As we are only too aware of people's concerns in travelling abroad we like to make your journey as pleasurable as possible. We will book your flights using a variety of well known flight operators from a wide variety of regional airports within the United Kingdom. Active Away as well as our flight operators have bonded ATOL Licenses as per Civil Aviation Authority requirements in a contract delivery between the travelling passenger and the aircraft consolidator. Once arrived at the airport your transfers to your accommodation or your rental car will be there ready for you. So that there is no misunderstanding, please read the following booking conditions carefully, as these will apply to any booking you make with us.

### 1. Making a Booking

A booking should be accompanied by a completed booking form and the relevant deposit for each passenger. Bookings made within 8 weeks of departure must be accompanied by full payment. Deposits are non-refundable and non-transferable. Last minute bookings (Especially those made by telephone) should be followed by a booking form. Should no booking form be received, reservations will be deemed to be subject to these booking conditions. The minimum age to make a booking is 18. Please note the minimum age to hire cars abroad varies from 21 to 26. Bookings may not be transferred to passengers substituted without the appropriate cancellation or amendment charges being levied.

### 2. On receipt of your deposit

We make the necessary reservation and your deposit is accepted in part payment of the agreed cost of the booking and is credited to your account. The contract exists between us after you have received a confirmation invoice, normally within 7 days, which should be checked and queried if not in order. We shall not be liable if any of the information is incorrect if you have not notified us within 7 days of receipt. A final confirmation including your flight, accommodation and sporting details will be sent out to you two to three weeks prior to departure. Please check these again carefully as timings can vary. However, if any changes we will make every effort to ensure you are informed before this stage.

### 3. If You Alter You're Booking

Any minor amendments, which do not involve a change of departure date or accommodation, but which do require a new confirmation invoice; will incur a standard administration fee of £15. Any changes of passengers within a party are subject to forfeiture of deposits, at our discretion. Any amendments that involve a change of flight departure/return dates may be treated as a cancellation.

### 4. When you pay the balance

The balance of your booking is set out on your invoice and should be paid 8 weeks before departure. A reminder will be sent. If the full balance is not paid by the said date, we reserve the right to cancel the booking without notice, retain the deposit and seek reimbursement for any additional loss we have incurred.

### 5. If you are forced to cancel your booking

You or any member of your party may cancel your booking, or part of it, once it has been confirmed, but the instructions will only be valid in writing. Your written instructions should be sent to us at our address. To compensate us for the expense of processing your booking and for the risk that we may not be able to re-sell the holiday, we charge a cancellation fee on the scale shown below. The amount payable depends on when we receive your written instructions. Subject to the nature of the cancellation, you may be able to claim against your Holiday insurance.

#### Cancellation Charges

Period before scheduled departure Amount of cancellation charge Departure where written (shown as % of the total holiday Instructions are received by price)

More than 55 days Deposit

55 - 29 days 50% or deposit if greater

28 - 15 days 75% or deposit if greater

14 - 7 days 90% or deposit if greater

7 days or less 100% (Including 'no show' or leaving early.)

Cancellation of individual passengers within a party, in addition to Attracting cancellation charges, may also mean re-invoicing of the remaining passengers at brochure prices for the new party size.

Flight cancellations are subject to flight operators, with whom your flights are booked, Terms and Conditions.

### 6. If we change your holiday

We plan the arrangements for our holidays many months in advance and though it is unlikely that we will have to make any Changes to confirmed arrangements, it does occasionally happen. We reserve the right to make such changes at any time. Most changes are of a minor nature and we will advise you as soon as possible before your departure. Sometimes major changes are necessary to your flight or your accommodation.

Major changes include the following:

(i) Change of UK departure airport

(ii) Change from a day flight to a night flight

(iii) Change of your time of departure or return by more than 12 hours

If we have to make a major change to your holiday you may either (a)

accept the changed arrangements or (b) purchase another available

holiday from us at the advertised price or (c) cancel your holiday. If

you choose either (a) or (b) you will also be offered a credit towards the costs of your holiday as shown below:

Changes more than 56 days before departure - nil

(ii) Changes between 55 - 13 days before departure - £10.00 per person excluding infants

(iii) Changes less than 14 days before departure- £ 15 per person excluding infants

If you choose (c) we will refund all monies paid. In the unlikely event of insufficient numbers, which, in our opinion, make the holiday non viable, we reserve the right to cancel your booking, subject to us reimbursing all deposits paid and offering you an alternative holiday.

**IMPORTANT NOTE** - Compensation will not be payable if we are forced to cancel, (whether before or during your stay abroad) or in any other way change your holiday arising from force majeure such as war, threat of war, riots, civil strife, strikes, natural disasters, terrorist activity, natural or nuclear disaster, fire, airport closures, quarantine, epidemics, adverse weather conditions, government action; nor does it apply to a flight delay since flight delay cover is automatically covered in our insurance, which we strongly advise you to take.

### 7. If we cancel your booking

We reserve the right, in any circumstances, to cancel your holiday. However, in no case will we cancel your holiday less than 8 weeks before the scheduled departure date except for the reasons detailed in condition (6). If we do cancel your holiday in accordance with this condition we will return to you all monies paid, or offer you an alternative holiday of comparable standard but we will have no further liability.

## **8. Misbehaviour**

We reserve the right at our absolute discretion to terminate without notice the holiday arrangements of any customer whose behaviour is such that it is likely in our opinion to cause distress, damage, danger or annoyance to our customers, employees, property, or to any third party. Should any passenger be prevented from travelling, because in the opinion of any person in authority, they appear to be unfit to travel, or likely to cause disturbance to other passengers, then our responsibility for their holiday thereupon ceases. Full cancellation charges will apply and we will be under no obligation whatsoever to provide a refund or compensation for costs which may be incurred. Active Away Ltd has no control over the behaviour of persons staying at, or visiting, your holiday accommodation and is not responsible for any withdrawal, or impairment of facilities, or other loss of damage caused by them.

## **9. Flights**

In accordance with Civil Aviation Authority requirements, we act as retail flight agents for fully bonded ATOL holders. Flights are subject to their Terms and Conditions.

## **10. Flight check-in times**

Active Away Ltd will not be responsible in any way if you arrive late for the specified check-in time, or you arrive late for the flight. It is imperative and a strict condition of booking that you reconfirm both your outbound and your inbound flight with us, or the specific carrier, at least 48 hours prior to your departure. We can accept no liability for clients who fail to comply with this instruction and due to a flight change misses their flight. The times quoted on your documentation are local times and it is important that passengers check in at least 2 hours before the flight departure time.

## **11. Passports and Visas**

Please check that your passport is valid for the entire duration of your holiday with the appropriate Embassy. A standard British Passport is required, valid for at least 6 months beyond your planned return date. If you are not a British passport holder you may require a visa – please check before booking your holiday. All passports, visa, travel insurance, health certificate requirements and foreign advice are your responsibility. Active Away Ltd accept no responsibility for any delay or expenses incurred through any irregularity in your documents. In the event that we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, we reserve the right to charge £30 per ticket.

## **12. Breach of Infant ruling**

Civil Aviation Regulations state that children of 2 years and over (on the date of travel) must occupy their own seat and are therefore fare paying passengers. Passports are not automatically checked at UK departure airports for infant's date of birth and penalties could be up to £1,000 for attempting to pass children over 2 years old as infants.

## **13. Insurance**

We strongly recommend our clients to take out holiday insurance. This, amongst other benefits, will provide cover in the event of cancellations or curtailment due to injury. Injuries do occur from time to time in sport and we do not want our clients to lose out financially because of them.

## **14. Accommodation**

Some of the villas and apartments at the resorts featured is privately owned. Owners rent their properties direct, or via Management Companies, with whom the owners and our company have agreements. Inevitably owners have individual preferences with regard to appliances and décor, etc. over which neither the Management Companies nor we have control. When we rent accommodation from a Management Company on your behalf, our Client, we adhere to the agreement we have with the said Company. In the unlikely event of any problems or complaints with regard to the cleanliness and maintenance of the rented property, the property Management Company represents us in this capacity.

## **15. Resort Development and Maintenance**

At certain times during the year it is necessary for maintenance to take place on Golf courses, Tennis courts, Squash courts, Bowls and other facilities on the Resorts. We cannot be held responsible for any maintenance or emergency work that may be necessary to any of these facilities at the time of your visit. Neither can we be held responsible for any building improvements or renovation on the Resorts in the vicinity of your accommodation.

## **16. Electricity/Water/Environmental Conditions**

Limited rainfall and climatic fluctuations can often affect the supply of water and electricity, which may result in cuts – these are usually of a short duration and you are asked to be tolerant. In hot climates please be prepared to encounter the indigenous environmental conditions, e.g. insects. The water supplies on the resorts are suitable for consumption after boiling, but we recommend bottled water for drinking.

## **17. Our Responsibility**

You will appreciate that many people and companies over whom Active Away has no control are involved in the planning and provisions of your holiday. Active Away Ltd has taken all reasonable steps to ensure that the supplier of services provided, are of an acceptable standard. We will accept responsibility for the proven negligent acts and/or omissions of our employees and agents whilst acting within the scope of or arising as a result of death, bodily injury or illness to you or any member of your party. You should note:

Liability will only be accepted if you can prove that the death, injury or illness was caused by the negligence of Active Away Ltd, its servants or agents. No Liability can be accepted for any negligent acts or omissions of air or sea carriers, whose responsibilities are governed by international convention, which may limit or exclude liability. We cannot accept any liability for loss, damage or expense resulting from war or terrorist activities threatened or actual, civil unrest, closure of airports, industrial action threatened or actual or any event outside our control where such events delay, extend or compel a change in holiday arrangements.

We shall not be responsible in the event that any named host coach is not available as a consequence of injury, illness or any other reason beyond our control.

## **18. If you have a problem**

In the unlikely event of there being something not to your liking whilst you are on a holiday that is in our direct control, you must report it immediately. Unless there is a valid reason why you fail to report your complaint to us then we will not consider ourselves to be liable in respect of complaints, which were not registered. If the matter cannot be rectified immediately, details of your complaint should be submitted to our office in the UK no later than 28 days after your date of return, in writing. We will not accept liability in respect of claims received outside this period.

## **19. Sports Programmes**

We do not accept any responsibility in the event of inclement weather to the Sports programmes, which may need to be rearranged. Every effort will be made to make up lost hours but this cannot be guaranteed. Our Clients freely accept the risk that weather conditions may affect in whole or part the number of hours to be provided. Tennis, Golf, Water sports and other sports centres at all our Resorts reserve the right to cancel or revise published programmes and events at their discretion.