

BOOKING CONDITIONS
YOUR CONTRACT IS WITH FITNESS 12 RETREATS LTD

1. YOUR HOLIDAY CONTRACT:

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice.* This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.** [If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel].

2. YOUR FINANCIAL PROTECTION:

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure / website and for your repatriation in the event of our insolvency. We provide this security by way a holding account separate to the operational accounts used by Fitness 12 Retreats LTD.

3. YOUR HOLIDAY PRICE

(a) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) When you make your booking you must pay a deposit of 35% of the holiday cost per Person. The balance of the price of your travel arrangements must be paid at least 30 days before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times.

(c) Changes in [transportation costs, including the cost of fuel] [dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports] and [exchange rates] mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. 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. 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 this means that you have to pay an increase of more than 10% of the price of your 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, except for any amendment charges. 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 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. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your 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.

4. IF YOU CHANGE YOUR BOOKING:

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £35, and any further cost we incur in making this alteration. 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. Note: Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5. IF YOU CANCEL YOUR HOLIDAY:

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

5.a. By placing a deposit between now and June 30th and you will incur no cancellation charges if you have to cancel your holiday, further more Fitness 12 Retreats will provide the first additional night free of charge if you have to extend your stay, this is valid for stays between July 1st and September 15th. Applicable to all rates and packages EXCEPT Non-Refundable Rate. You must notify La Manga Club at least 7 days in advance of arrival of your flight numbers. Applicable solely to cancellations / extensions directly caused by volcano-related flight cancellations. Minimum stay of 4 paid nights required. No package benefits (e.g. golf or activities) included with free nights. □

6. IF WE CHANGE OR CANCEL YOUR HOLIDAY:

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 14 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept 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). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: [i/sf]. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, 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), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below:

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IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY		IF YOU CANCEL YOUR HOLIDAY
<i>Period before departure within which notice of Cancellation or major change is received by us or notified to you</i>	<i>Amount you will receive from us</i>	<i>Amount you will receive from us</i>	<i>Amount of cancellation charge</i>
More than 84 days	Nil	Deposit Only	Deposit or higher when any non-refundable costs are included
84 – 57 days	£10	£10 + monies paid	50% of holiday cost or higher when any non-refundable costs are included
56 – 29 days	£10	£10 + monies paid	70% of holiday cost or higher when any non-refundable costs are included
28 – 15 days	£10	£10 + monies paid	90% of holiday cost or higher when any non-refundable costs are included
Less than 15 days	£25	£25 + monies paid	100% of holiday cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. *Force Majeure*: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

7. IF YOU HAVE A COMPLAINT:

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Fitness 12 Retreats, 8 Oakhill House, London NW3 7LP, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

8. OUR LIABILITY TO YOU:

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Fitness 12 Retreats LTD, 8 Oakhill house, London, NW3 7LP, (020 7788 4087). Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 020 7240 6061 <http://www.caa.co.uk/default.aspx?catid=1>

All tours descriptions are advised by us in good faith and every care is taken to ensure their accuracy. However, since we include so much detail and since the tours are prepared up to 12 months in advance, there may be occasions when an advertised facility or entertainment is not available during your own particular tour. Certain facilities e.g. swimming pools, require maintenance and sometimes have to be temporarily withdrawn from use for such work to be done. Outdoor activities, beach services and water sports for example may not operate for reasons such as unstable weather conditions or lack of support, or golf courses, bowling greens etc may be closed for maintenance or private competitions. Similarly there may be occasions, especially during the low season, where certain advertised schedules, entertainment or amenities are changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious holiday. Government or local authority restrictions may also dictate that a hotel or apartment limits certain facilities e.g. air-conditioning or water supply, in the cause of conservation. Should any of these examples occur (or any other incidents of a similar nature), Fitness 12 Retreats Ltd will not be liable for any loss or damages occurring as a result.

9. PROMPT ASSISTANCE IN RESORT:

if the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

10. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS:

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

11. EXCURSIONS:

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.