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Booking Conditions-2008

The following Booking Conditions, together with all information relating to your chosen holiday contained on this website or in our relevant brochure or in our correspondence with you, form the basis of your contract with EcoTransilvania Limited, called EcoTransilvania. Please read them carefully as they set out our respective rights and obligations.

1. Making your booking

The party leader is responsible for making all payments due to us as referred to in [clause 2](#) below. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by sending a Booking Confirmation and Invoice to the party leader. Everyone going on holiday must check all documents (including the Booking Confirmation and Invoice) carefully. Contact us immediately if any information which appears on any document appears to be incorrect or incomplete as it may not be possible to make changes later. Please note: not all of the advertised holiday prices published in our brochures or on our website include travel arrangements, for example flights or transfers from airports to Oradea. Please check at the time of booking.

2. Payment

In order to confirm your chosen holiday, usually a deposit of 50% of the total value of the trip per person for our holidays (or full payment if your booking is received within 8 weeks of departure) must be paid at the time of booking. In order to secure particular services, we may require a higher deposit than normal (to include the full cost of those services) to be paid at the time of booking. We will advise you of this before you confirm your booking.

The balance of the holiday price must be received by us not less than 8 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 cancelled by you. In this case the cancellation charges set out in [clause 7](#) below will be payable.

All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf.

3. Insurance

We consider adequate travel insurance to be essential. We strongly suggest you to be insured by the time you travel to Romania and use our services. You must give details of your insurance policy (insurer and policy number) in writing no later than 4 weeks before departure. We will not be able to provide our tourism services unless you provide these details by 4 weeks prior to your departure. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We are not in a position to check alternative insurance policies.

4. Your contract

A binding contract between us comes into existence when we despatch your Booking Confirmation and Invoice to the party leader. Romanian law (and no other) will apply to this contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the case of Court proceedings.

5. The cost of your holiday

The prices shown on our website and in our brochures or in our writing offers were calculated on the basis of known costs and exchange rates at the moment of publishing or drafting your offer.

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. If there are any changes to the published prices, 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 price at the time of booking. Once the price 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 price, 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 transfers which are part of the contract between transport companies (and their agents) and the tour operator) or dues, taxes or fees payable for services such as cave entrance fees, special guiding fees, rental equipment fees. **We will not change the confirmed price of your holiday due to fluctuations in currency exchange rates.** Even in the above cases we will absorb increased costs up to a total amount equivalent to

2% of the cost of your confirmed holiday (excluding insurance premiums and any amendment charges). Only if the increased costs exceed this 2% will we ask you to pay the difference. If any increase is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), 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 as referred to in [clause 8](#) “Changes and Cancellations by us”.

Where a refund is due, we will pay you the full amount of the decrease in our costs. Except as set out below, we promise not to levy a surcharge within 30 days of departure, nor will refunds will be paid during this period. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. **Please note, changes and errors occasionally occur. Please check the price of your chosen holiday at the time of booking.**

6. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of up to 50 euro per element altered will be payable together with any costs or charges incurred by us and/or incurred or imposed by any of our suppliers.

7. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing by recorded delivery post or fax. Your notice of cancellation will only be effective when it is received in writing by us at our offices. If we receive your notice of cancellation 8 weeks or more before departure, we will retain the full amount of your deposit (NB “deposit” includes, in addition to any other monies paid or due at that time, all amounts paid or due at the time of booking).

If we receive it less than 8 weeks before departure, the following charges will be payable per person cancelling:

NB The charges set out below are shown as a percentage of the total cost of the holiday* payable by the person(s) cancelling excluding any amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person canceling
56 - 29 days	40%;
28 - 15 days	60%;
14 - 8 days	80%;
7 days or less	100%.

If any member(s) of your party is/are prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing the following requirements are complied with. We must be notified of the transfer(s) in writing (giving full details of the original and substitute party member(s)) not less than two weeks before departure. A transfer will not be possible if there is a waiting list for places in which case the available place must be offered to the next person on that list. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of 50 euro must be paid before the transfer can be effected.

8. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure, website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour 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 kilometers 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 price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price 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 price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel we will as a minimum where compensation is due pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above

mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you not later than 8 weeks before departure. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Except as set out above, we will in addition, where appropriate, pay you any reasonable proven costs and expenses you incur as a result of a cancellation by us. Very rarely, we may be forced by "force majeure" (see [clause 9](#)) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) pay you any compensation or be responsible for any costs or expenses incurred by you as a result.

9. 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 more fully described in [clause 10\(1\)](#) below) 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 (actual or threatened), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

10. 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” as defined in clause 9 above.

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/accommodation or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

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.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is 500 euros per person affected (unless a lower limitation applies to your claim under this clause or clause 10(3) below) as you are assumed to have taken out adequate insurance at the time of booking.

(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. This will be the case even if the services did not comply with the laws and regulations of the Romania which would have applied had those services been provided in Romania. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker 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 forming part of your holiday with us (including the process of getting on and off the transport concerned) provided by any air, rail or road carrier or any stay in a hotel/guesthouse, 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 ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 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.

(5) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of 2,000 euros per booking. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

11. 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 country of origin giving your booking reference and full details of your complaint.

12. Riding ability and itinerary (riding holidays only)

To avoid any unnecessary risk to customers, our colleagues at the riding centres must reserve the right to modify the holiday of any rider who, in their opinion, proves to be unsuitable for the ride chosen. In this unlikely event any additional costs will be borne by the customer. It is the responsibility of the customer to behave in a suitable manner at all times and to follow the advice and instructions of the guide. If local conditions, such as bad weather, dictate a change in the proposed itinerary, the decision of the guide must be accepted and no refund will be offered in such circumstances.

13. 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. In the interests of safety, you must follow the guidance in our notes, as well as that provided by anybody on our behalf; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure.

All costs incurred in obtaining such documentation must be paid by you. 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. You must check passport and visa requirements with the Embassy or Consulate of Romania, to be sure that everything is all right with your visa requirements.

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 direct 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.

14. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 10 (3)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

15. Special requests and medical problems

If you have any special request, you must advise us at the time of booking. Although we will endeavour 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 onto 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.

16. Brochure & website accuracy

Please note, the information and prices shown on our website and in our brochures may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website, brochure and prices at the time of publishing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking. Please note that some recreational facilities are not always available throughout the entire periods of availability detailed on this website and in our brochures, and are periodically closed for maintenance and cleaning. Our 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.