

Outdoor Travel Pty Ltd / HF Holidays Booking Form 2012

Please write in **BLOCK CAPITALS** in ink

1. Your details as the Lead Name.

Title _____ Initials _____ Surname _____
 Address _____

 _____ Postcode _____
 Country (if outside UK) _____
 Telephone _____ Daytime _____ Evening _____
 Mobile telephone number _____
 Email address _____

2. Booking reference When you phone to book, you will be given a provisional booking reference. Please write this in the space provided.

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3. Your holiday choice

Location _____ Holiday code _____
 Holiday type (eg Guided Walking or Downhill Skiing) _____
 Holiday start date / / Number of nights _____

4. Party members (Include yourself as no.1 - Use an additional sheet if more than five in party)

Title	First Name	Surname	Date of birth	Insurance*	Room	Holiday code
1			/ /	YES/NO		
2			/ /	YES/NO		
3			/ /	YES/NO		
4			/ /	YES/NO		

Please note:

- If your holiday includes a flight, it is **essential** that names (including your first name) **match those on your passports.**

All holidays

5. Flight required Yes/No UK _____ Airport _____
 Connecting flights required from _____ (local airport) _____

6. Insurance This is essential on all overseas holidays.

Name of insurance company _____
 Telephone _____ Policy number _____

7. Passport details continue on a separate sheet if required

Title	First Name	Surname	Nationality	Passport Number	Issue Date	Expiry Date
1					/ /	/ /
2					/ /	/ /
3					/ /	/ /
4					/ /	/ /

8. Special requests

Please note that special requests will be passed to hotels and airlines but cannot be guaranteed.

Vegetarian meals
 Rooms nearby
 Lower floor rooms
 Waitlist single room
 Other _____
 Disabilities - please advise any additional needs _____

9. Emergency contact

Name _____
 Relationship _____
 Tel _____

10. Your deposit payment

Required number	Total

Deposit

Deposit is AU\$500 per person per tour \$

Total enclosed \$

11. Credit/debit card payments

Please complete the following if you wish to pay by credit or debit card. We will automatically take the final balance when it is due from the same card.

(tick one box)
 Visa Mastercard
 Card number _____
 Valid from (if shown) / /
 Expiry date / /

 Signature of card holder _____
 Name and address if different from lead name above _____

12. Declaration

I am the lead name on the booking form, and on behalf of the members of this party, accept the terms set out in the conditions of booking. I understand that we are engaging in a contract with HF Holidays and will abide by the conditions.

Signed _____ Date _____

Return this form to your travel agent or to Outdoor Travel Pty Ltd, PO Box 286, Bright VIC 3741 Australia

Outdoor Travel Pty Ltd / HF Holidays Booking Conditions

Please read this carefully. It sets out your agreement with OUTDOOR TRAVEL PTY LTD and with their tour operators HF Holidays and agents. It contains important terms designed to protect your interests. You should also read any 'General information' in the brochure, on the booking form or in the tour description:

OUTDOOR TRAVEL'S RESPONSIBILITIES

OUTDOOR TRAVEL PTY LTD is a fully licensed travel agency and a member of the Australian Travel Compensation Fund. In Australia consumers have a right to compensation if services are not provided with due care and skill or if services are not reasonably fit for a particular purpose made known to the consumer. OUTDOOR TRAVEL PTY LTD, including the owners, officers and employees give notice that they act only as agents for the operators who arrange the services described in a brochure or on a website, email, printed sheet or flyer.

YOUR RESPONSIBILITIES

Active holidays can be hazardous if you behave foolishly so don't take risks! In the interests of safety, you undertake to follow the advice of the tour operator, guide or representative; comply with any local codes of conduct; and act sensibly and prudently at all times. You also agree to indemnify OUTDOOR TRAVEL PTY LTD its owners, officers and employees for all losses and / or damage arising from any act or default on your part or the part of a member of your party.

You accept that it is your responsibility to ensure your travel papers (passport, driving licence, visa etc) are in order.

ASSUMPTION OF RISK

You acknowledge with the completion of the booking form, by yourself or your representative, that the activities you propose to undertake, in addition to usual and risks inherent may have potential additional hazards including physical exertion, remoteness from medical facilities, weather extremes and limited evacuation facilities. These risks may include personal injury, disease or death, delays of whatever sort including transportation, loss or damage to property, equipment failure or the activity itself. You acknowledge that alterations to the scheduled itinerary or activity may be made as necessitated by weather, group size, road transport, land closures or illness.

You acknowledge that the enjoyment of these activities is derived in part from the inherent risks involved or in part from travel beyond the safety risks of life at work or at home. You acknowledge that these inherent risks are the reason for your participation and you assume all the risks associated with the activity or holiday.

ACCEPTANCE

Your contract comes into effect once Outdoor Travel Pty Ltd have BOTH received your booking form and your deposit (or full payment in the case of a late booking) AND issued the confirmation invoice.

These conditions of booking and information set out the terms on which you contract with HF Holidays Limited (HFH). The contract shall be governed by and construed in accordance with English law, being subject to the jurisdiction of the Courts of England and Wales. No variation shall be of any effect unless in writing and by the authority of HF Holidays Ltd.

DEPOSIT

A deposit of \$500 per person per tour (or 10% of the tour cost or any higher amount if indicated) is required to confirm your booking. We recommend booking early to avoid disappointment. Receipt of deposit will be taken as an understanding by Outdoor Travel Pty Ltd that the participant has checked their confirmed travel arrangements and has read and agreed to the terms and booking conditions.

FINAL PAYMENT

Payment in full must be completed no less than 100 days before travel. Some tours or tour operators may require payment earlier and this will be indicated with our confirmation invoice.

PRICES

All prices for our tours are advised in Australian Dollars (AUD\$). Outdoor Travel Pty Ltd reserves the right to vary the cost of the tour arrangements (with any appropriate taxes) and air ticket prices as is necessary for any reason including currency fluctuations, component cost increases, or changes to airfares. All prices are subject to confirmation from local tour operators. Once full payment has been received and paid to our tour operator or service provider, Outdoor Travel Pty Ltd will not be held responsible for any service that were unable to be provided due to that particular component being unavailable.

GOODS AND SERVICES TAX (GST)

Australian GST does not apply to international travel. Any service fees, courier, cancellation and amendment fees are subject to GST. We therefore reserve the right to vary the costing to incorporate GST where applicable.

LATE BOOKINGS AND AMENDMENT FEES

A late booking fee of \$75 per file will be charged for bookings made within 14 days of departure. Should you need to alter your original reservations, due to extra administrative and communication costs incurred, there will be an automatic fee charged of \$75 per amendment or transaction. Additionally there may be cancellation fees levied by the tour operator or fees may be applicable where arrangements have been pre-purchased.

HF HOLIDAYS CLAUSE 1: YOU PAY A DEPOSIT

When booking a HF Holiday (HFH) tour, you must accept on behalf of all your party the terms of these conditions of booking and pay the appropriate deposit per person for all holidays. The deposit paid in respect of each holiday is accepted as a first instalment of the charge. The receipt or banking of a deposit or the making of a provisional reservation does not imply final acceptance of the booking; neither is a verbal quotation confirmation of final cost. If a booking cannot be accepted, notification and refund of any deposit or full payment will be sent as soon as possible. If accepted a confirmation invoice will be forwarded to you normally within 2 weeks of receipt of your booking. The contract is made between us when we send this confirmation. Any money you pay to your travel agent or Outdoor Travel Pty Ltd will be held as your agent until we despatch our confirmation, from which point money will be held as agent for HFH.

2: YOU PAY THE BALANCE

The balance of the price must be paid according to your confirmation invoice – usually 100 days before the holiday departure date. If you book within the balance due period you must pay the full holiday price at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges as set in our paragraph 4.

3: IF YOU CHANGE YOUR BOOKING

If after your booking has been confirmed you wish to transfer to a different HF holiday or departure date, we will make every effort to satisfy your requirements provided that written notification is received at our offices from the person who made the booking or their travel agent, not later than the date on which balance of the original holiday price is due for payment. Alterations made within the balance due period will be regarded as a cancellation by you of the original holiday and a new booking for a different holiday, and the cancellation charges set out in paragraph 4 will apply. If after your booking has been confirmed you are unavoidably prevented from proceeding and wish to transfer your confirmed booking to another suitable person, you can do so, provided that this is not later than 30 days before departure. You, as transferor of the holiday, and the transferee shall be jointly and severally liable to us for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing component parts of your holiday.

In all cases, you will be required to pay an administration fee of £20 per person (or the Australian dollar equivalent) plus appropriate holiday insurance premium, if applicable.

4: IF YOU CANCEL YOUR BOOKING

Should you, or any member of your party, be forced to cancel your holiday booking you must do so in writing and this letter must be signed by the person who made the booking. Alternatively, you may advise by e-mail. A cancellation will take effect from the date that written notice is received at our office. All such cancellations will be subject to a charge of a percentage of the total holiday price, and the following scale indicates the maximum, which will be charged in any circumstance. Deposits are non-refundable if you cancel your holiday.

More than 60 days	Deposit *
60 - 30 days	60% *
Less than 30 days	100% *

*And any flight payments paid at time of booking.

Note: If the reason for cancellation is covered under the terms of your holiday insurance policy you may be able to reclaim these charges. Cancellation charges are exclusive of holiday insurance premiums.

5: RIGHTS OF ADMISSION

HF Holidays reserve the unconditional right to refuse a booking or to debar a person from a holiday in the event of conduct which in our reasonable opinion is likely to cause distress, damage or annoyance to guests, employees, property or to any third party. This includes any guest who fails to advise us of a medical condition or of a disability, which prevents their full participation in a holiday programme. If we are not informed in this

way we cannot be held responsible for any inconvenience or costs incurred by you and this may include our refusal to complete your holiday arrangements. Cancellation charges of 100% would apply in these circumstances.

Smoking is not allowed in any HF Holidays' owned property or on any holiday coach. If you ignore this condition, you may be asked to leave the holiday.

If you or any of your party do not take up your accommodation within 24 hours of the date of arrival shown on your confirmation, it will be offered for re-letting.

6: PRICES

HFH will not impose any surcharges on the price of your holiday less than 21 days before departure. In addition, if surcharges become necessary before that time, we will absorb an amount up to the first 2% (excluding insurance premiums, new taxes and any amendment charges) of any surcharges that apply. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package. Where a surcharge is payable, there will be an administration fee of £0.50 per person (or the Australian dollar equivalent), together with an amount to cover agents' commission. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel, you must exercise your right to do so within 14 days from the issue date printed on the confirmation invoice.

7: BROCHURE ACCURACY

The information given in the brochure or tour description sheets or website entries about departure dates, times, itineraries, accommodation, duration of flight and airlines has been carefully checked and we believe it is correct at the time of publication. We reserve the right to make changes and where they occur they will be advised to you before the booking contract is concluded.

8: IF WE ALTER YOUR HOLIDAY PLANS

If HFH have to alter your holiday before departure, any alteration will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below. When an alteration is a major alteration (and a major alteration is an alteration which involves changing your tour or time of departure by more than 6 hours, offering accommodation with a lower rating, or changing your resort or airport), we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price, we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid.

Where, after departure, a significant proportion of the services contracted for is or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro rata refund for the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount, which is reasonable taking into account all the circumstances.

9: CHANGES TO BROCHURE DESCRIPTIONS

Brochure and tour descriptions are provided by HFH / Outdoor Travel Pty Ltd in good faith and every care is taken to ensure accuracy. Between publication and your holiday, changes can and do occur. We feel it is right to point out that advertised facilities may be subject to change by the various suppliers concerned. There may be occasions when an advertised facility or activity is not available during your own holiday. This may be due to insufficient numbers, weather, operational or maintenance reasons. All hotel gradings are those provided by the countries concerned. We cannot guarantee that any specific leader or number of guests or leaders will be present on any holiday at any particular time.

We cannot give any firm information about an airline on which you may travel until tickets are issued and we are not in a position to state aircraft type.

10: IF HFH CANCEL YOUR HOLIDAY

We make every endeavour to operate all of our holidays. If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid. We shall try to avoid cancelling the tour arrangements after the date when the payment of the balance becomes due, unless you, the guest, defaults in payment of an outstanding balance or unless it is necessary to do so as a result of force majeure.

Force majeure means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

11: TRAVEL AND TRANSPORT

Tickets for travel of any kind whatsoever, whether by land, sea or air, are issued subject to the conditions and regulations published in the timetable, books or other notices of the persons, companies or authorities undertaking such transport. There is no guarantee that flights will depart at the time specified, and we do not have any liability to you for any delay, which may arise. Where such delay does arise, we will use our best endeavours to arrange for the air carrier to provide appropriate meals, etc, but we ourselves will not make any such provision.

12: HFH RESPONSIBILITY

(i) Where you do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us not be as described in the brochure and not be of a reasonable standard, and, subject to (iii), (iv) and (v) below, will pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers, such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.

(ii) Where you suffer death or personal injury as a result of an activity forming part of your holiday arrangements booked with us before departure, we accept responsibility subject to (iii), (iv) and (v) below.

(iii) We accept liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of the failure in your holiday arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault, or arises from the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

(iv) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962.

(v) It should be noted that our acceptance of liability in (i), (ii), (iii) and (iv) above is conditional upon you assigning any rights to us that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday arrangements or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out below at clause 16.

(vi) Other than as set out above, and as is detailed elsewhere in these conditions of booking, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of any holiday arrangements booked with us.

13: PARENTAL RESPONSIBILITY

Parents or guardians undertake to accept full responsibility and supervision of and for their children at all times.

14: PASSPORTS, VISAS AND HEALTH

It is your own responsibility to check that your passport, visa or health certificate is in order. We cannot accept responsibility for any delay or expense incurred through irregularities in your documents.

15: TRAVEL INSURANCE

The person making the booking warrants that holiday travel insurance will be taken out by **all persons** named on the booking form.

16: OUR COMPLAINTS PROCEDURE

If you have a complaint during your holiday you must notify our management, leader or local representative immediately and they will do their best to resolve the problem. Should it not be possible to resolve your complaint on the spot, you should contact Outdoor Travel Pty Ltd AND the HF Holidays office in London by email, fax or letter. This must be received no later than 28 days after your holiday. Full details should be provided. No claim or complaint will be entertained unless you follow this procedure. All complaints that are received are thoroughly investigated and guests are kept informed. Sometimes investigations can take time, especially when awaiting a response from suppliers. We aim to settle all complaints amicably.