

Pilates-et-al Booking Conditions and PAR Q

BOOKING CONDITIONS

Your contract is with **Pilates-et-al Limited**, a company incorporated in England and Wales, with Company Registration Number 5715505, whose registered office is at 2 Sandy Knapp Cottages, Payhembury, Honiton, Devon, EX14 3JD (hereafter 'we', 'us, and /or 'our'). Please read these booking conditions and our brochure / website and any relevant flyer specific to your chosen booking carefully as they set out your and our respective rights and obligations. All the holidays, retreats, short breaks and courses advertised by us are sold subject to the following conditions.

1. YOUR BOOKING WITH PILATES-ET-AL

Your Holiday or break is classified by the Package Travel, Package Holidays and Package Tours Regulations 1992 as a 'Package' since a 'Package' is therein defined as '*including a minimum of... transport...accommodation (and) other tourist services (not ancillary to transport or accommodation) accounting for a significant portion of the package*'. Therefore once you have booked with us and we have confirmed your booking, we will accept responsibility in accordance with these Booking Conditions as an 'organiser' under The Package Travel, Package Holidays and Package Tours Regulations 1992. References to your holiday or break means the travel (if applicable), the accommodation and food, the Pilates classes and other services (if applicable), booked and paid for in the UK through us.

2. BOOKING PROCEDURE

(a) Once you have chosen the holiday, retreat, course or workshop you wish to book, please contact us by phone or email. We will address any questions you may have, help tailor any special requirements as appropriate and then check the price and availability of your chosen holiday, retreat, course or workshop. It will then be for you to make a booking with us and, by making a booking you shall be confirming that you have read, understood and agree to be bound by these Booking Conditions. **IT IS YOUR RESPONSIBILITY TO READ THESE BOOKING CONDITIONS BEFORE YOU MAKE A BOOKING WITH US.**

All bookings must be made in writing, on the prescribed Booking Form and made by persons 18 years or older at the time of booking. If, when making a booking with us, you are making a booking on behalf of others as well as yourself, you thereby confirm that you have the authority to accept these Booking Conditions on behalf of any persons that you are making a booking on behalf of. Accordingly, these Bookings Conditions are equally applicable to all such persons.

On making a booking with us, each person travelling must accept the terms of these Booking Conditions and pay a non refundable deposit of 40% of the total cost of the holiday per person upon receipt of an invoice from us. For bookings made within 10 weeks of departure, the full payment becomes due immediately upon verbal confirmation and subsequent cancellation will incur Cancellation Charges as set out in paragraph 6. A cheque for either 40% of the total aggregate cost or the total cost, made payable to '**Pilates-et-al**', must accompany your Booking Form. If we agree to accept payment by credit card or debit card, we will require you to give us your card number, expiry and start dates, the full name as it appears on the card, issue number (if relevant), security code and the card billing address. A 2% administrative fee is charged for credit card bookings.

(b) Your booking is considered definite and a contract will exist between you and **Pilates-et-al** only when the deposit has been received and a letter of confirmation sent to you. No contract will exist between us prior to our issuing the confirmation letter. A final invoice will be sent to you approximately 12 weeks before your departure date and payment will become due 10 weeks prior to your departure date. If the balance of the price of your holiday is not paid in time, we reserve the right to cancel your holiday, retain your deposit and apply the Cancellation Charge set out in Paragraph 6. If any information is incorrect on the letter of confirmation contact us immediately as it may not be possible to make changes later.

(c) We reserve the right to increase the prices published prior to the time that you book your holiday. Any increase in price will be advised to you before you book the holiday.

3. INSURANCE, HEALTH AND FITNESS TO PARTICIPATE

(a) IT IS A CONDITION THAT YOU HAVE APPROPRIATE AND FULLY COMPREHENSIVE TRAVEL INSURANCE TO COVER ANY ACTIVITY YOU MAY UNDERTAKE ON YOUR HOLIDAY. You need to have your own travel insurance and provide us with those details in case of emergency. You should also check with your doctor that you are sufficiently fit and healthy to undertake Pilates classes and the physical activity we have arranged. Please check with your own doctor that you are adequately fit. If you experience any injury or discomfort during any activity organised for you, then you must desist immediately and consult a member of the **Pilates-et-al** team.

(b) It is a condition of participation in any Pilates-et-al activity that you are fit to participate. Upon payment of the balance payable in accordance with Condition 2 above, you will be required to complete and send us a Pre Activity Readiness Questionnaire (PAR Q) medical form, a copy of which is provided with the Booking Form.

4. SURCHARGES

We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs due, taxis or fees chargeable for services and the exchange rate applicable to your travel arrangements. No price increase will be made within 30 days of your departure date and in any event, we will absorb any increase which equals 2% or less of the cost of your travel arrangements. If this means paying a surcharge of more than 10% on the previously confirmed and invoiced holiday price you will be entitled to cancel your holiday with a full refund of all money paid less any premium paid for insurance and any amendment charges.

5. HOLIDAY PRICES

Our holiday prices include accommodation, airport transfers where stated, all meals when full board stated, daily group Pilates activities, personal consultations and postural assessment. Our prices exclude flights, travel insurance, tips, transfers from airport (unless otherwise stated).

6. CANCELLATION BY YOU

You (or any member of your party) may cancel your holiday at any time providing that the cancellation is made by the person submitting the Booking Form and is communicated to us in writing. Cancellation will take effect the day such notification is received by us. As this incurs administrative costs, we will retain your deposit and, in addition, may apply cancellation charges up to the maximum shown below:-

Days Before Departure	Cancellation Charge
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70 days or more	Deposit only
30-70 days	75% of holiday cost
Less than 30 days	100% of holiday cost

Once your holiday has commenced, no refund or part refund or unused portion of your holiday will be repaid in the event of cancellation by you. If the reason for cancellation is covered under the terms of an Insurance Policy, you may be able to reclaim these charges.

7. AMENDMENTS BY YOU

If, after our confirmation letter has been issued, you wish to change any part of your holiday arrangements, or wish to change departure date, we will do our utmost to make the changes, provided that notification is received in writing at our offices from the person who made the booking, at least 10 weeks before departure. There is also an amendment fee payable of £50 per person. Please bear in mind that we currently operate a select number of trips each year and can only offer places on one of the other trips when places are available. Any changes to flight bookings are your responsibility and must be made by agreement with the party who provided your flight tickets.

8. AMENDMENTS BY US

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally, changes may have to be made (e.g. to itineraries, venue accommodation or other arrangements), which we reserve the right to do at any time. Changes are normally minor and we will advise you at the earliest possible date. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure. Should a significant change occur, then provided that it does not arise through circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, booking another holiday with us, or cancelling your holiday and receiving a full refund. If you choose another holiday that is more expensive you must pay any difference, but if it is cheaper we will make the appropriate refund. In all cases, we will pay compensation as detailed below:

Period before Departure within which a Major change is notified to you	Compensation per person
Up to 56 days	£Nil
56-29 days	£10
28-15 days	£20
14-1 days	£30
Day of departure	£40

Important Notes

(a) Compensation payments will not apply if payment of your holiday has not been received by **Pilates-et-al** by the stipulated payment date.

(b) Compensation will not be paid if **Pilates-et-al** is forced to cancel or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport, or other circumstances which amount to force majeure.

9. CANCELLATION BY US

(a) **Pilates-et-al** reserves the right in any circumstances to cancel your holiday, in which case we will offer a refund in full all monies paid. In particular our retreats require a minimum number of at least 50% of the participants to have booked by 10 weeks before departure. If this minimum number is not reached by that date we may cancel and refund the money to you.

(b) In no case will we cancel your holiday less than 10 weeks before the scheduled departure date, except for reasons of force majeure, or failure on your part to pay the final balance. If a cancellation occurs within 10 weeks of departure for reasons other than force majeure, compensation will be payable in accordance with clause 8.

10. FLIGHTS

Flights may be booked direct by you or you may book through **Pilates-et-al**.

In the event that you request us to book any flight tickets on your behalf, any such acceptance by us to do this would be on the basis that we would procure such tickets for you through a partner agent holding an Air Travel Organiser's Licence issued by the Civil Aviation Authority. We would inform you of who we intended to use before we made the booking on your behalf. For further information, visit the ATOL website at www.atol.org.uk

When you travel with an airline, the conditions of carriage of that carrier apply, some of which may limit liability. Your flight provider will be responsible for your tickets and any delay or liability.

11. OUR LIABILITY TO YOU

(a) Once we confirm your booking in accordance with Condition 2, in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992, and subject to these Booking Conditions, we will accept responsibility as follows:

(1) We accept responsibility for ensuring that the holidays that you book with us are supplied as close as possible as described and that the services we are contractually obliged to provide are to a reasonable standard.

(2) We will not be responsible for any death, injury, illness or loss (for example of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which is caused by:

(a) the default of the person(s) affected; or

(b) the default of any member of the person(s) affected party or any third party not connected with our responsibility to arrange and provide your booking ; or

(c) an event beyond our reasonable control (see Condition 9 (b) above).

(b) The laws, regulations, requirements and standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether your booking has been properly arranged and provided. Accordingly, if the particular matter which gave rise to any claim or complaint complied with local laws, regulations, requirements and/or standards applicable to it at the relevant time, the matter will be treated as having been properly arranged and provided. This will not be the case if the particular matter did not comply with the laws, regulations, requirements and/or standards of the UK which would have been applied had the particular matter arisen in the UK.

(c) Nothing in these Conditions shall limit our liability to you in relation to personal injury, illness or death arising as a consequence of our negligence. Save as aforesaid, our maximum liability for any claim if we are found liable to you is capped at 3 times the aggregate price paid by you, or on behalf of, you to us for your booking. We shall have no liability to you if you are able to recover any loss or damage to any luggage or personal possessions (including money) through your policy of insurance as required by Condition 3.

(d) Where any claim or part of a claim relates to any travel arrangements, the maximum amount of compensation we will have to pay you if we are found liable to you, will be capped at a sum equivalent to the most the carrier would have to pay under the international convention which applies to the travel arrangements in question. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.

(e) You must provide ourselves and our insurers with all assistance we may reasonably require in relation to your complaint or claim. If asked to do so, you must transfer to us or our insurers, any rights you have against the carrier or whoever else is responsible for your claim or complaint. You must also agree to cooperate fully with us and our insurers if we, or our insurers, wish to enforce any rights which are so transferred.

(f) Please note we are not responsible for the content, policies and or services of any websites linked to, or accessible via, our website

(g) Optional trips booked locally by you are not our responsibility.

12. YOUR LIABILITY TO US

When you book you accept full responsibility for any damage or loss caused by you or any member of your party. You will be responsible for meeting any claims subsequently made against us (together with our full legal costs) as a result of your actions. You undertake to behave with propriety and in such a manner as in no way to cause distress, damage, danger or injury to other participants, the accommodation, our employees and/or any third party. If you are in breach of this condition we shall have the right to terminate your contract with us forthwith. We shall not pay any refunds, expenses, or costs incurred by you as a result of any such termination.

13. COMPLAINTS

If you have a problem during your holiday, please inform a member of our team immediately, who will endeavour to put things right. If your complaint cannot be resolved locally, you must advise us in writing, within 28 days of your return. Please note that we cannot guarantee the proportion of male/ female in

any group, not be responsible for the individual behaviour of any group member or other guest at your accommodation.

14. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

(a) EC passport holders do not require a visa to enter Morocco and Spain, however for Morocco, please ensure that your passport is valid for at least six months beyond your date of entry. For non-EC passport holders you should enquire with the Consulate of the country or Embassy of the country you are travelling to.

(b) There are no compulsory health requirements for Morocco and Spain.

15. THE CONTRACT

This contract is made on the terms of these Booking Conditions, which are governed by English law and the exclusive jurisdiction of the English Courts.

BOOKING FORM AND PAR-Q

Please PRINT OFF THIS FORM

Please complete and sign the Booking Form and PAR Q. Send the booking form (one per party) and PAR-Q (one per person), together with your deposit of 40% to:

Pilates-et-al, 2 Sandy Knapp Cottages, Payhembury, Honiton, Devon, EX14 3JD

Your booking will be confirmed in writing, a receipt will be issued together with a reminder of when the balance is due.

My Details / Party Lead Details

Title **Initials** **Surname**

Date of Birth

House Name or No **Town / City**

Address Line 1 **County**

Address Line 2 **Post Code**

Address Line 3 **Country**

Contact Details (for Lead Party)

Telephone

Work

Home

Mobile

email address

Confirm email

Additional Passengers

Title **Initials** **Surname**

Date of Birth

Title **Initials** **Surname**

Date of Birth

Title **Initials** **Surname**

Date of Birth

My Requirements:

I wish to book (state number and type of rooms)
Eg 2 x deluxe doubles

At (state hotel, house name and country)
Eg La Serrania, Mallorca

Dates: Start:

End:

I will be arranging flights with (state airline)

Flight No

Arr Date / Time

Dep Date / Time

I wish Pilates-et-al to arrange flights for me (Yes /No)

I have / will be arranging insurance with

I have the following dietary requirements

Details of Payment:

1. I enclose a cheque (made payable to 'Pilates-et-al') for £ _____
as 40% of aggregate total as non refundable deposit.

2. I wish to pay by Debit / Credit Card (2% fee for use of credit card):

Cardholder Billing Details (complete if different from address above):

Title Initials Surname

Date of Birth

House Name or No Town / City

Address Line 1 County

Address Line 2 Post Code

Address Line 3 Country

Card Details:

Card Type
(Visa, MCard
Amex not accepted)

Debit /Credit Card
2% fee for use of credit card

Card Number

Start Date

Expiry Date

Issue Number

For Delta and Maestro cards

Security Code

Last 3 digits on signature strip

Amount to be debited

A receipt will be sent to billing address

I authorise Pilates-et-al to debit the above Card by the amount shown.

I have read, understood and agree with the Booking Conditions enclosed with this form.

Signature _____

Date _____

If you have any queries please contact us.

Pilates-et-al

Active Lifestyle Solutions

PRE ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)

TO BE COMPLETED BY ALL PERSONS BEFORE COMMENCING EXERCISING WITH PILATES-ET-AL

Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more active. If you are planning to become much more physically active, start by answering the seven questions in the box below. If you are between the ages of 18 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

HOW TO COMPLETE THIS PAR-Q

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly: WRITE 'YES' in the space to the left of the question to answer "Yes." WRITE 'NO' if your answer is "No." Please contact Pilates-et-al if you have any questions or are unsure as to answer a question. Your responses will be treated in a confidential manner.

- [] Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
- [] Do you feel pain in your chest when you do physical activity?
- [] In the past month, have you had chest pain when you were not doing physical activity?
- [] Do you lose your balance because of dizziness or do you ever lose consciousness?
- [] Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- [] Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
- [] Do you know of any other reason why you should not do physical activity?
- [] Are you pregnant? [] Are you a diabetic? [] Do you have asthma?

If you answered YES to one or more questions, talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness assessment. Tell your doctor about the PAR-Q and which questions you answered YES to. You may be able to do any activity you want - as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those that are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.

If you answered NO honestly to all questions, you can be reasonably sure that you can:

Start becoming much more physically active - begin slowly and build up gradually. This is the safest and easiest way to go.
Undergo a postural assessment and health screen - this is an excellent way to determine your postural alignment and basic fitness level so that you can plan the best way for you to live more actively.

If your health changes after completing the PAR-Q but BEFORE undergoing a postural assessment and health screen contact Pilates-et-al so that we can update your health records.

Informed Use of the PAR-Q. Pilates-et-al assume no liability for persons who undertake physical activity with Pilates-et-al. If information is withheld, Pilates-et-al assume no liability when persons subsequently undertake physical activity with Pilates-et-al. If in doubt after completing this questionnaire, consult your doctor prior to physical activity.

I have read, understood and completed this questionnaire accurately. I have not knowingly withheld information. Any questions I may have had have been answered to my full satisfaction prior to completing this questionnaire.

Full Name: _____

Address: _____

Postcode: _____

Signature: _____

Date: _____