

## Booking Terms & Conditions

The following Booking Conditions together with our Privacy Policy and, where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking govern your booking with Canvas Holidays Limited, a company registered in England with company no: 00991430 and registered office address of One St Peter's Square, Manchester, United Kingdom, M2 3DE ("we" "us" and "our"). Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them.

References to "Travel Arrangement(s)" in these Booking Conditions are to the accommodation, transport, activities, excursions and other services we feature on our website.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- has read these Booking Conditions and has the authority to and does agree to be bound by them;
- consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Important Note: We act only as an agent in respect of all bookings we take and/or make on your behalf.** We arrange bookings as agent for the owners of the campsites, mobile homes, lodges or cottages advertised, except in cases where the company owns the property you are booking. We also act as agent for transportation companies and other service providers including, but not limited to car hire. References to "Supplier/Principal" in these terms and conditions means the third party supplier of the Travel Arrangements you have purchased, including but not limited to owners of properties and service providers. An additional fee may be charged for arranging your contract with these service providers.

However, where you make a booking of multiple Travel Arrangements in such a way as to create a package holiday, where we are acting as the Package Organiser, we will accept responsibility for that as a "Multi-Contract Package" in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 (please see clause 2 below for further information as to the circumstances in which we will be acting as a Package Organiser). This will usually be the case where you book accommodation arrangements with us that include a ferry and/or Eurotunnel booking.

As a result of the above, our obligations to you may vary depending upon which Travel Arrangements you book with us, and whether you book a "Single Component Booking" or a "Multi-Contract Package"

and we have tried to set them out below as clearly as possible:

- Section A contains the conditions that will apply to all bookings you make with us;
- Section B sets out the additional terms and conditions that will apply when you make a booking with us for a Multi-Contract Package.

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. Your Contract

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and you we advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you.

**Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.**

As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal, unless we have sold those Travel Arrangements in such a way as to create a Multi-Contract Package (please see clause 2 for further information), in which case we will accept responsibility for those Travel Arrangements in accordance with Section B of these Booking Conditions.

#### 2. Multi-Contract Package Bookings

Where your booking is for a Multi-Contract Package, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in Section B of these Booking Conditions.

A "Multi-Contract Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- transport; or
- accommodation; or
- rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- any other tourist service not intrinsically part of one of the above travel services,

**provided that** those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

This is called a Multi-Contract Package as you still have contracts with each of the individual Supplier/Principals providing the Travel Arrangements, however we, Canvas Holidays Limited, will accept responsibility for this booking as a Package Organiser.

**IMPORTANT NOTE:** Please note that where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c)

above, combined with one or more tourist services as listed at (d) above, this will not create a Multi-Contract Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as "Single Component" bookings and will not be afforded the benefit of the rights under the PTRs.

Where you have booked a Multi-Contract Package, we still act as agent on behalf of the Supplier/Principals of your chosen Travel Arrangements but we will comply with our legal obligations under the PTRs as your Package Organiser and these are outlined in Section B of these Booking Conditions. This does not prejudice or otherwise affect our agency status with Supplier/Principals.

#### 3. Booking

Once you have made your booking and we have received all appropriate payments (clause 4 below) we will, subject to availability, confirm your booking by issuing a written confirmation (see below). Your binding contract with the Supplier/Principal comes into existence when the written confirmation is issued. We will provide you with your written confirmation either by post or email (it is your responsibility to check your e-mails regularly).

This confirmation will be sent to the party leader or to your travel agent, if you book through one. Please check this confirmation carefully as soon as you receive it. Contact us immediately if any information, which appears on the confirmation or any other document we send you (including tickets and vouchers) appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14 days of our sending it out (5 days for tickets).

We, on behalf of the Supplier/Principal have the right to refuse any booking prior to the issue of your written confirmation. If we do this, it will tell you in writing and promptly refund any money you have paid to us. In this case neither we nor the Supplier/Principal shall have any liability towards you. Receipt and banking of any deposit money does not constitute acceptance of a booking. Please note, verbal information and quotes will not be binding on us unless confirmed by us in writing.

#### 4. Pricing

In order to confirm your chosen Travel Arrangements, your deposit must be paid at the time of booking (see "Making your booking"). If the booking is within 12 weeks of the start of your trip, the full cost must be paid when you book. We will notify you of the applicable deposit payment at the time of booking. The balance of the booking cost must be received by us at least 12 weeks before the start of your Travel Arrangements. This date will be shown on the confirmation/invoice. Reminders are not sent. If we do not receive all payments by the due date, we on behalf of the Supplier/Principal have the right to treat your booking as cancelled by you and retain all deposits paid or due. If your payment is not honoured for any reason

whatsoever, we are entitled to make an administration charge of 2.5%.

Please Note: You may be required to make a payment of a security deposit, in cash in local currency, on arrival at your accommodation. You may also be required to pay a local tourist tax to the Supplier/Principal upon your arrival. We will endeavour to let you know, at the time of booking, whether either payment of this nature will apply but you will nevertheless remain liable to the Supplier/Principal for all such sums.

#### 5. Low deposit offers

Occasionally offers are made giving you the chance to book your Travel Arrangements at a lower than usual deposit. Details of any additional terms specific to the offer will be notified to you prior to or on making your booking and should be read in conjunction with these Booking Conditions. If you book a holiday at a lower than usual deposit the difference between the amount paid and the usual deposit, must still be paid either at the time the balance of your holiday cost is due, or at the time of cancellation (in addition to all other charges) if you cancel your booking. Please refer to clause 11 for details regarding cancellations. We reserve the right to extend any Low Initial Deposit offer.

#### 6. Accuracy and Prices

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate. You must check the current price and all other details relating to the Travel Arrangements that you wish to book before you make your booking.

**Please Note: Occasionally, despite our best efforts, pricing errors may occur in our advertising material. We therefore reserve the right to correct any pricing errors in such circumstances. If you make a booking of travel arrangements that are obviously priced incorrectly we will not be bound to honour that booking. Instead, upon discovering the error we will offer you the choice of paying the correct price for your chosen arrangements and proceeding with your booking or instead receiving a full refund of all monies paid.**

All prices quoted or otherwise advised to you include all charges and any UK taxes or governmental levies that apply to your holiday at the time of booking. We reserve the right to pass on to you in full, after your booking has been confirmed, all costs and/or charges incurred or imposed by any Supplier/Principal connected with your arrangements, including any price increases due to currency fluctuations.

Where you have booked a Multi-Contract Package, additional terms and conditions apply, please see clause 24 for further information.

#### 7. Insurance

We consider personal travel insurance to be essential for overseas bookings. You must be satisfied that your insurance fully covers all your personal requirements including cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. We do not check the wording or suitability of any insurance policy that you may purchase.

#### 8. Special Requests and Reserved Emplacements for Campsites

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the Supplier/Principal we regret we cannot guarantee any request will be met. For your own protection, you should obtain confirmation in writing from us that your request will be complied

with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the relevant Supplier/Principal or the inclusion of the special request on your confirmation 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 fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

**Please Note:** On selected campsites, subject to availability, we can reserve your exact emplacement for an additional charge. However, please note, we do reserve the right to change your emplacement, for operational, safety or other unforeseen circumstances. We therefore advise that any such requests should not be considered a mandatory condition of your booking. In the event we need to change your specific emplacement, we will find a suitable alternative and will provide you with a refund of the amount paid to secure your emplacement, only.

#### 9. Fitness to Travel and Medical Conditions

If you or any member of your party has any medical problem or disability which may affect your trip, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we or the Supplier/Principal reasonably feel unable to properly accommodate the particular needs of the person concerned, we or the Supplier/Principal reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

#### 10. If You Alter Your Booking

If you wish to change any aspect of your confirmed holiday, you must notify us in writing or contact us by telephone as soon as possible. Whilst we will do our best to assist you, we cannot guarantee that the Supplier/Principal concerned will be able to meet any such request, particularly where made within 4 weeks of the start of your trip or after tickets have been issued.

Where we, on behalf of the Supplier/Principal, can make the change you request, an amendment fee will be payable together with any costs or charges incurred or imposed by the Supplier/Principal to make the change. In addition, you must pay us an amendment fee, wherever possible we will limit the amendment fee to those listed below; however, from time to time we may need to apply a higher amendment fee and where this is the case we will inform you before processing your requested change.

#### Amendment fees

Number of days before the start of your holiday change is requested	Amendment Fee per change/ booking/ occasion
84 days or more	£25/€35
less than 84 days	£40/€50
On-site amendments	£40/€50

**Please Note:** Our Supplier/Principals will treat the following changes as a cancellation of your booking by you. Your amended Travel Arrangements will then be treated as a new booking and the cancellation charges set out in clause 11 below will be levied on behalf of the Supplier/Principal:

- A change of the start date of your trip by more than two weeks.

- Any change in your trip dates where requested after balance due date.
- A reduction in your trip duration where requested after balance due date.

#### 11. If You Cancel Your Booking

Should you wish to cancel the whole or part of your booking once it has been confirmed, the party leader must notify us by telephone as soon as possible. The party leader must also immediately confirm your cancellation in writing sent by recorded delivery to our Dunfermline address or via e-mail to enquiries@canvasholidays.com. The day that we receive your telephone notification of cancellation is the date on which your booking is cancelled.

Cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. If you cancel, a cancellation charge will be payable, levied by the Supplier/Principal. We have set out the most common cancellation charges applied by our Supplier/Principals in the following table. However, from time to time higher cancellation charges may apply and where this is the case we will inform you before processing your cancellation. Where shown as a percentage, in the table below, cancellation charges are calculated on the basis of the total cost payable by or on behalf of the person(s) cancelling and any amendment fees and charges which have already been incurred.

Amendment fees/charges are not refundable in the event of the person to whom they apply cancelling.

#### Cancellation fees

Number of days prior to the start of your holiday when written notification is received by us	Cancellation charge / per party cancelling
More than 84 days before travel	£120/€180
83 – 28 days	50%
27 - 14 days	70%
13 - 8 days	90%
7 days or less	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

If you cancel certain elements of your booking we levy an administration fee of £25/£40 (€35/€50) per item cancelled and also pass on all charges levied by the Supplier/Principal concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

#### 12. Changes and Cancellations by the Supplier/Principal

The Owners and Service Providers do not expect to have to make any changes to your booking, but sometimes problems occur and bookings have to be changed or cancelled or errors in brochures or other details corrected. The Owner and Service Provider reserve the right to do so.

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Travel Arrangements or to cancel them. We will also liaise between you and the Supplier/Principal in relation to any alternative travel arrangements offered by the Supplier/Principal but we will have no further liability to you. Minor changes will be notified by post) as soon as is reasonably practical, explain what

has happened and inform you of the cancellation or change.

Where you have booked a Multi-Contract Package, additional terms and conditions apply to your booking, please see clause 27 for further details.

### 13. Complaints

While we act only as an agent, every effort has been made to ensure that you have an enjoyable and memorable trip. If, however, you have any cause for complaint then we, together with the Supplier/Principal are anxious that remedial action is taken as soon as possible.

Because your contract is between you and the Supplier/Principal, any queries or concerns should be addressed to them as well as notifying us (please telephone our offices on 01383 629 000). It is essential that you contact them immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we together with the Supplier/Principal are promptly notified. Discussion of any criticisms with the Supplier/Principal or his/her representative whilst you are there will usually enable shortcomings to be rectified straightaway. Our aim is for you to have an enjoyable and trouble free trip. We are unable to accept responsibility for any complaint which can be rectified on site if it is not reported as soon as it arises. As well as notifying the Supplier/Principal, you should:

- a) Inform your local representative(s). Depending on the campsite you have booked, this may be your Canvas courier, Tohapi courier, or campsite reception (where there are no couriers present). If the problem is unable to be resolved then;
- b) If you are staying on a site with a Canvas representative, inform the Regional Manager whose phone number will be displayed at the Canvas reception. If the problem is unable to be resolved and you wish to make a formal complaint then please ask your Canvas representative for a Customer Care form.

If you are staying on a site with a Tohapi representative or you have reported your issue to the campsite reception as there is no representative, please contact Canvas Head Office in Dunfermline either by email to [enquiries@canvasholidays.com](mailto:enquiries@canvasholidays.com) or by telephone on (0) 01383 629000.

- c) You must submit your form to us together with a covering letter within 28 days of your return home. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us and the Owner to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate. As we act only as an agent for the Owner, we cannot accept any liability for your property. Any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only.

Please note that where your complaint relates to a service that we have provided, we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 16 for further details.

You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

### 14. Our Responsibility for your Booking

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Travel Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected).

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

**Please Note:** Where you have booked a Multi-Contract Package we will accept responsibility for that Multi-Contract Package as a package organiser and additional terms and condition apply. Please see clause 28 for further information.

### 15. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

### 16. ABTA

We are a Member of ABTA, membership number V5836. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### 17. Your Behaviour

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 must be paid direct at the time to the Supplier/Principal. 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. You also accept and agree to be bound by the rules and regulations of the Supplier/Principal's of the services and facilities which make up your holiday (copies available on request). We cannot accept responsibility for the consequences of any breach(es) of these rules and regulations. 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 on behalf of the Supplier/Principal, 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 site or other service. Neither us nor the Supplier/Principal will have any 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.

### 18. Services, Facilities and Brochure/Website Information

The information contained in our brochures and on our website is correct to the best of our knowledge. The facilities and amenities advertised have been found to be normally available by our representatives. However, whilst we do our best to ensure that campsite facilities are open throughout the season, we cannot guarantee this and will not accept bookings which are conditional on this. Facilities may be withdrawn by the Supplier/Principal concerned at any time for reasons such as maintenance, local regulations, bad weather or lack of demand from guests. As camping is an outdoor pursuit, we cannot accept responsibility for any damage or loss which results from weather conditions or wildlife. Due to very dry weather conditions, local authorities sometimes ban the use of barbecues in certain areas. In this event, we have no choice but to withdraw barbecue facilities until the ban is lifted. Occasionally the design and specification of accommodation or equipment may vary from that specified in the brochure/on the website. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, except where any such information has arisen out of our negligence.

### 19. Our Specialist Courier Service

Our FamilyExtra Couriers are difficult to replace at short notice if they are unable to perform their duties due to illness or other unforeseen circumstances.

Whilst we will endeavour to maintain continuity, we cannot guarantee this. At times of particularly high demand, for safety reasons, it may be necessary to restrict the number of participants in our sessions.

If you choose to make use of FamilyExtra Couriers during your trip, please note that this is not prebooked and is offered on a first come first served basis when you arrive onsite. It does not constitute a 'package holiday' provided by us, therefore we will not accept responsibility under the Package Travel and Linked Travel Arrangements Regulations 2018.

### 20. Safety

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK/Republic of Ireland. As a general rule, these requirements and standards will not be the same as the UK/Republic of Ireland and may sometimes be lower. You should therefore take all reasonable precautions to protect yourself

and your party whilst on your trip. In particular you should familiarise yourself with fire procedures, swimming pool areas and any unfamiliar cooking appliances. You should also familiarise yourselves with any safety notices on site and ensure that you comply with all specifications for their use.

### 21. Law and Jurisdiction

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

### 22. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.

### 23. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 15).

## SECTION B: MULTI-CONTRACT PACKAGE BOOKINGS

**This section only applies to Multi-Contract Packages (this will usually be the case where you make a Ferry / Eurotunnel inclusive booking with us - please see clause 2 for further information) and should be read in conjunction with Section A of these Booking Conditions.**

### 24. Pricing

**Where you have booked a Multi-Contract Package, we reserve the right to increase the price of confirmed Travel Arrangements within that Multi-Contract Package solely to allow for increases which are a direct consequence of changes in:**

- i the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- ii the level of taxes or fees applicable to the Travel Arrangements imposed by third parties not directly involved in the performance of the Travel Arrangements, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- iii the exchange rates relevant to the Travel Arrangements.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

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 and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the total price of the confirmed Multi-Contract Package (excluding any amendment charges and/or additional services), you will have the option of accepting the price increase and paying the requested amount, accepting a change to another Multi-Contract Package 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 to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements not forming part of your Multi-Contract Package. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date on your confirmation.

Should the price of your Multi-Contract Package go down due to the changes mentioned above then any refund due will be paid to you, less an administration fee of £25. However, please note that Travel Arrangements are not always purchased in local currency and some apparent changes may have no impact on the price of your Multi-Contract Package due to contractual and other protection in place.

There will be no change made to the price of your confirmed Multi-Contract Package within 20 days of your departure nor will refunds be paid during this period.

### 25. Transferring Your Multi-Contract Package Booking

If any member of your party is prevented from travelling on their Multi-Contract Package, that person(s) may transfer their place to someone else, subject to the following conditions:

- that person is introduced by you and satisfies all the conditions applicable to the Travel Arrangements making up the Multi-Contract Package;
- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an administration fee of £25 per person transferring as well as any additional fees, charges or other costs arising from the transfer; and
- the transferee agrees to these Booking Conditions, the Supplier/Principal's terms and conditions and all other requirements applicable to the Travel Arrangements making up the Multi-Contract Package.
- You and the transferee remain jointly and severally liable for payment of all sums.

If you are unable to find a replacement, cancellation charges as set out will apply in accordance with clause 11. Otherwise, no refunds will be given for passengers not travelling or for unused services.

### 26. If You Cancel your Multi-Contract Package due to Unavoidable & Extraordinary Circumstances

If you have booked a Multi-Contract Package, you have the right to cancel your confirmed Multi-Contract Package before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the Multi-Contract Package or significantly affecting transport to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation.

Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity.

For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

### 27. If the Supplier/Principal Changes or Cancels your Multi-Contract Package

Where you have booked a Multi-Contract Package and the Supplier/Principal makes a significant change to or cancels the Travel Arrangements which form your Multi-Contract Package, the provisions of this clause 27 will apply.

**Changes:** If the Supplier/Principal makes an insignificant change to your Travel Arrangements, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant 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 or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally the Supplier/Principal may have to make a significant change to your confirmed Travel Arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your Travel Arrangements by more than 12 hours.
- a change of UK/Irish departure point to one which is more inconvenient for you where Travel Arrangements are included in your holiday;
- the closure of the only or all advertised swimming pool(s) at your site for an extended period.

If the Supplier/Principal has to make a significant change or cancel your Travel Arrangements, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- iv (for significant changes) accepting the changed Travel Arrangements; or
- v having a refund of all monies paid; or
- vi accepting an offer of alternative travel arrangements of comparable or higher standard if available (at no extra cost); or
- vii if available, accepting an offer of alternative travel arrangements of a lower standard, with a refund of the price difference between the original Travel Arrangements and the alternative travel arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative travel arrangements.

### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- If, where the Supplier/Principal makes a significant change, you do not accept the changed Travel Arrangements and cancel your booking;
- If the Supplier/Principal cancels your booking and no alternative travel arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure when a significant change/cancellation is notified to you or your travel agent	Compensation per party - % of holiday cost
84 – 28 days	5%
27 - 14 days	8%
13 days or less	10%

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where the Supplier/Principal makes an insignificant change;
- where the Supplier/Principal makes a significant change or cancels your Travel Arrangements more than 84 days before departure/start date;
- where the Supplier/Principal makes a significant change and you accept those changed Travel Arrangements or you accept an offer of alternative Travel Arrangements;
- where the Supplier/Principal has to cancel your Travel Arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by the Supplier/Principal arises out of alterations to the confirmed booking requested by you;
- where the Supplier/Principal is forced to cancel or change your Travel Arrangements due to Force Majeure (see clause 15).

If the Supplier/Principal becomes unable to provide a significant proportion of the Multi-Contract Package that you have booked after you have departed, we will, if possible, make alternative Travel Arrangements for you at no extra charge and where those alternative Travel Arrangements are of a lower standard, provide you with an appropriate price reduction.

## 28. Our Responsibilities in Respect of Multi-Contract Packages

- 1) Where you have booked a Multi-Contract Package where we are acting as a Package Organiser, although we still act as agent for the Supplier/Principals of your chosen Travel Arrangements and your contract will be with the Supplier/Principals, we will accept responsibility for the Travel Arrangements making up your Multi-Contract Package as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. As such, we are responsible for the proper provision of all the Travel Arrangements included in your Multi-Contract Package, as set out on your confirmation invoice. Subject to these Booking Conditions, if we or the Supplier/Principals negligently perform or arrange those Travel Arrangements and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Multi-Contract Package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or the Supplier/Principal's negligence affected the overall enjoyment of your Multi-Contract Package. Please note that it is your responsibility to show that we or the Supplier/Principals have been negligent if you wish to make a claim against us.

- 2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - a) the act(s) and/or omission(s) of the person(s) affected; or
  - b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services forming part of your Multi-Contract Package and which were unavoidable and extraordinary; or
  - c) Force Majeure (as defined in clause 15).
- 3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - a) **loss of and/or damage to any luggage or personal possessions and money,** The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - b) **Claims not falling under (a) above and which don't involve injury, illness or death**  
The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel**
    - A) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel Travel Arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your Multi-Contract Package booking with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this Multi-Contract Package booking.
    - B) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you arising out of your Multi-Contract Package booking, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
    - C) 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) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our Supplier/Principal(s) strictly in accordance with the complaints procedure set out in these conditions.
- 5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) 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; or (b) relate to any business.
- 7) We will not accept responsibility for services or facilities, which were not included on your booking confirmation or where they are not advertised in our brochure / on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 8) Where it is impossible for you to return to your departure point as per the agreed return date of your Multi-Contract Package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Multi-Contract Package. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 29. Insolvency Protection for Multi-Contract Package Payments

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the Multi-Contract Packages that you book with us and for your repatriation in the event of our insolvency. This security is provided by a bond held by ABTA (ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk)). Please see Clause 16 for full details of our ABTA membership.

Please note that any flight bookings we arrange on your behalf are made as agent for the supplier and **will not** form part of a Multi-Contract Package that you book with us, where we are the Package Organiser. Any such flights are not covered under this Financial Security Clause.

If you book Travel Arrangements that don't form part of a Multi-Contract Package where we are the Package Organiser your monies may not be financially protected. Please ask us for further details.

### 30. Visa, Passport and Health Requirements

A full British or Irish passport presently takes approximately 6 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this.

For European holidays you should obtain a completed and issued form EHIC prior to departure. Information on the EHIC is available at <http://www.dh.gov.uk> or from your local Department of Health office. You can apply for an EHIC online at [www.dh.gov.uk](http://www.dh.gov.uk) or by phone on 0845 606 2030 or by post from EHIC Applications, PO Box 1115, Newcastle upon-Tyne, NE99 1SW. Irish customers should apply online at <http://www.ehic.ie> or at your local health office.

You should seek advice on recommended vaccinations and health precautions for your destination from a health professional (either a GP, practice nurse, pharmacist or travel health clinic), ideally at least eight weeks before departure.

Further travel advice can be found on <http://www.fitfortravel.scot.nhs.uk> and <http://www.nathnac.org>. The UK Foreign Commonwealth Office ('FCO') provides advice on how to help travellers avoid problems abroad. You should check current FCO advice before travelling: <https://www.gov.uk/travelaware>.

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. If you or any member of your party is not a British/Irish citizen or holds a non-British/Irish passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents result in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### 31. Prompt Assistance for Multi-Contract Packages

If you have booked a Multi-Contract Package and whilst you are on holiday, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative Travel Arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative Travel Arrangements or other such assistance you require. Any Supplier/Principal, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own Travel Arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.