

Booking conditions

The following Booking Conditions, together with our Essential Information and the information contained in the brochure or on our website, set out the terms and conditions of your booking with Alan Rogers Travel Ltd, Spelmonden Old Oast, Goudhurst, Kent TN17 1HE. Please read them carefully as you will be bound by them.

In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Alan Rogers Travel.

Agency bookings – Type A Bookings

We act as a booking agent for ferry operators, Eurotunnel, campsite operators, SAS Kawan Group (in respect of the sale of Camping Cheque and Holiday Cheque) and O'Hara Vacances (in respect of mobile home bookings through our 'Escapes' programme). Bookings may be made through us as follows:

- For ferry/Eurotunnel travel only
- For campsite accommodation only (pitch, mobile home, chalet)
- For a ferry or Eurotunnel booking together with a campsite booking, where each of the elements is available for purchase individually through ourselves, as agents, at the same price.

These will be governed by the terms and conditions of the ferry, Eurotunnel, campsite operators or SAS Kawan Group or O'Hara Vacances and your contract will be direct with each of these suppliers. Bookings of this sort will be referred to as "Type A Bookings".

Package Holidays – Type B Bookings

If you book a "Package Holiday" through us which falls within the scope of the Package Travel, Package Holiday and Package Tour Regulations 1992 and it is confirmed, we will then accept responsibility for it in accordance with these Booking Conditions as an "organiser". These bookings will be referred to as "Type B Bookings".

Making your booking

1. By making the booking the party leader confirms that he/she accepts and agrees to be bound by these conditions and that he/she has the authority of all those in his/her party to make the booking on their behalf. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your booking by issuing a confirmation invoice, either directly from us or on behalf of the supplier as applicable. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. You must contact us immediately if any information which appears on the confirmation or any other document 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 inaccuracy in any document within 7 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. For Type A bookings we will have no responsibility for any errors in any documentation except where those errors were made by ourselves.

Payment

2. To confirm your booking or site request, you must pay a deposit of £75 per party at the time of booking. Some ferry operators may require a higher deposit at the time of booking or full payment more than eight weeks before departure. You will be advised of the exact deposit payable at the time of booking. Full payment of the balance must be received by the 'Balance Due' date shown on your confirmation/invoice. If we do not receive payment of all monies due (including any surcharge) in full and on time we on behalf of the transport operator or campsite operator (for Type A bookings), or we ourselves (for Type B bookings), will treat your booking as cancelled in accordance with clause 9. When accepting any booking within ten weeks of the departure date we reserve the right to ask you to pay the full cost of your booking. We accept the following methods of payment: debit card or credit card authorisation. NB: No confirmations or other documentation will be forwarded until all invoiced balances have been paid.

Your contract

3. A binding contract between you and the transport or campsite operator (Type A bookings), or between you and us (Type B bookings) comes into existence when we despatch the confirmation invoice to the party leader. Your booking and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with your booking with us and all matters arising out of it will be dealt with by the Courts of England and Wales only.

Prices and your financial protection

4. The prices stated in our brochures or on our website are exclusively available only when booking in advance with Alan Rogers Travel, in accordance with clause 13. Your holiday is protected by the Caravan Club Holiday Trust Fund, established in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992, and holding funds in trust to cover the value of customers' holidays that have not been taken at any point in the year.

(a) Type A bookings only.

As we act only as agent for the transport operator or campsite operator with whom your contract is with, we reserve the right to pass on to you in full all additional costs and charges of whatever nature imposed by the transport operator or campsite operator concerned in accordance with its own terms and conditions.

(b) Type B bookings only.

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for holidays booked with us and for your repatriation (where applicable) in the event of our insolvency. We provide this security by way of The Caravan Club Holiday Trust Fund, established in accordance with the above regulations and in accordance with clause 4.

Our prices were calculated in September 2013 on the basis of then known costs and exchange rates.

We reserve the right to increase or decrease the prices of unsold arrangements at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen arrangements will be confirmed at the time of booking.

Once the price of your chosen arrangements has been confirmed at the time of booking, then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or dues, taxes (for example VAT/IPT) or fees payable for services such as embarkation or disembarkation fees at ports increase or decrease. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) or (c) set out in clause 6 (b) below. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 6 (b) below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Should the price of your holiday reduce by more than 2% due to decreases mentioned above, then we will refund amounts exceeding 2% to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual protection in place.

We promise not to levy a surcharge within 30 days of departure.

(c) All arrangements

Many transport operators are now using 'Flexible Pricing'. This effectively means that prices can and do vary on a daily basis for the same arrangements. Consequently, where we give a quotation for a particular journey, this is only valid at the time of quoting. Any booking made at a later time may be at a different rate. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

Conditions of suppliers

5. Many of the services which make up your booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 8 (4)). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier.

Alterations and cancellations by transport operators/campsite operators/us

6. (a) Type A bookings.

If there is a change to your Type A booking we will pass on the new details to you together with any compensation that the transport operator or campsite operator may offer.

As agent only for the transport operator or campsite operator we cannot accept any liability for any changes or cancellations made to these bookings.

(b) Type B bookings.

We start planning the arrangements we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed, and can cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed arrangements after the date the balance of the cost of your holiday is due where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time), where we are forced to do so as a result of force majeure as defined in clause 7 below, or where minimum numbers for any tour or other arrangement as advertised in our brochure or on our website, are not reached by 6 weeks prior to the date of departure.

Booking conditions

Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure: a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, or a change of UK departure point to one which is more inconvenient for you. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (i) (For significant changes) accepting the changed arrangements or
- (ii) Purchasing alternative arrangements from us, of a similar standard and cost to that originally booked if available or
- (iii) Cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel after the date on which the balance of the cost of your arrangements is due we will pay you a reasonable level of compensation appropriate to the level of inconvenience caused, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we are forced to cancel a holiday due to insufficient numbers (see clause 26). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes or where we make a significant change or cancel before the date on which the balance of your arrangements is due.

Very rarely, we may be forced by "Force Majeure" (see clause 7) to change or terminate your arrangements after departure but before the scheduled end of your time away. This is extremely unlikely, but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Force Majeure

7. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "Force Majeure". In these Booking Conditions, "Force Majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Our liability to you

8. (a) Type A bookings only

We act only as an agent for the transport operator or campsite operator concerned. Your contract for your transport or stay at the campsite is directly with the transport operator or campsite operator. We accept no liability in relation to the transport or campsite itself or for the acts or omissions of the transport operator or campsite operator concerned. In respect of the transport you book, the transport operator's terms and conditions of carriage will apply to your contract (copy available on request direct from the suppliers). Please note the transport operator is entitled to limit its liability to you in accordance with applicable International Convention(s) or Regulation(s) (for example, the Athens Convention for international travel by sea.) In respect of the campsite you book, the terms and conditions of the campsite operator will apply to your contract (copy available on request).

However, in the event that we are found liable on any basis whatsoever our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the transport operator or campsite operator concerned (as opposed to any service provided by the transport operator or campsite operator for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

(b) Type B bookings only

(i) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(ii) 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;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(iii) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will pay you for such non personal injury claims if we are found liable to you on any basis is twice the cost of the holiday (excluding insurance premiums and amendment charges) 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 have not received any benefit at all from your holiday.

(iv) Important notice in respect of limits on liability.

Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract 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 contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

(v) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Cancellation and changes by you

9. If you wish to cancel your confirmed booking, you must notify us in writing as soon as possible. As we and our suppliers incur costs from the time we confirm your booking, the following charges will apply: If cancellation is received prior to or on Balance Due Date, your deposit will be retained. Except in the case where a non-refundable fare has been booked, when the entire fare amount will be retained. If cancellation is received after Balance Due Date, then your deposit will be retained, together with all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result. In the event that only one element of a confirmed booking is cancelled a £20 cancellation charge will be applied to your booking together with all costs and charges as detailed above. Claims may be made on insurance (if purchased by you) if the reason for the cancellation is covered (see policy wording). 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. Should you wish to make any changes to your confirmed arrangements, you must notify us as soon as possible. Whilst we will endeavour to assist, we cannot guarantee any such requests will be met. Where they can be met, an amendment fee of £20 per booking will be payable together with any costs incurred by ourselves, and any costs or charges incurred or imposed by any of our suppliers or the transport operator or campsite operator in the case of Type A bookings. Full details of amendment and cancellation charges can be found in our Essential information.

Type B bookings only

If any member of your party is prevented from travelling, the person(s) concerned may be able to transfer their place to someone else (introduced by you) providing we are notified not less than four weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £20 must be paid before the transfer can be affected. You may also be permitted to transfer a booking in this way for other types of bookings, however, this cannot be guaranteed. Please ask for details at the time of booking.

Insurance

10. It is a condition of booking with us that you have adequate travel insurance in place. For some Type B bookings if you do not take our own insurance we may require you to provide details of your alternative insurance cover, the benefits of which must be at least as good as those offered by our own insurance. Details of the policy we offer are shown at alanrogers.com/insurance. Premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on your break. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

Booking conditions

Delay

11. (a) For Type A bookings

As we act as agent only, we cannot accept any liability in the event of a delay at your homeward or outward point of departure.

(b) Type B bookings

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure, but any transport operator concerned may however provide refreshments etc. We will not be liable for any delay unless it has a significant effect on your arrangements. However, EU Passenger Rights Regulations may entitle you to compensation from the operator under certain specific circumstances.

Safety standards

12. Please note that as a general rule, the requirements and standards of the country you visit will not be the same as the UK and may sometimes be lower.

Advanced booking service

13. (a) The minimum period which may be accepted for any booking with the Advance Booking Service is one night unless otherwise stated below the site description or where an "ITX" booking is made. There is no restriction on the maximum number of nights or sites which may be booked but the person making the booking must stay at the site on all nights they have booked.

(b) For the purposes of the Advance Booking Service, child prices depend on the age limits set by individual campsites as mentioned in the brochure.

(c) High and low season periods vary for each site and full details are given in the individual site descriptions.

(d) The prices in this brochure only apply if a site booking is made in advance, before departure from the UK, through our Advance Booking Service. Bookings not made in advance will be subject to the public prices payable directly to the site. Any requested site bookings made within seven days of departure from the UK or once you are already abroad will be subject to a £15 late booking charge. We can only make requests for extra pitch space a minimum of two days before arrival.

Overseas Sites Special Offers

14. Only one offer can be applied per booking and it can only be applied once; offers are not cumulative unless otherwise stated. The offer will only be applied if your entire stay falls within the offer period. The offer will be applied automatically to your booking where possible. We reserve the right to withdraw these offers at any time. Any amendments made to bookings with special offers may be subject to the standard prices.

Services

15. Unless otherwise stated in the campsite or holiday description, any such bills must be settled directly with the relevant site administration. This could include, but is not limited to, any bills for water or sewage connections and pet charges.

Campsite facilities and activities

16. The brochure describes the facilities and activities normally available at each campsite during the main part of the season, which is commonly July and August. At many sites not all facilities and activities will be operating during the early and late season (e.g. as a result of lack of demand, weather conditions, maintenance and repair etc) and we cannot be held liable for non-provision of any service. In some cases only a bare minimum of facilities and no activities will be open at the very beginning and end of the season.

Child prices

17. The age at which child prices come into operation varies according to whether you are travelling on a Type B booking or on an Advance Booking Service holiday, (see clauses 13(c) and 28). All age definitions relate to the age of that person on the date of departure from home.

Site ratings

18. All the 'star' and category ratings given in this brochure are those granted to the campsites by the authorities of the countries in which they are located.

Complaints procedure

19. In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform the supplier of the service(s) in question. Any verbal notification must be put in writing and given to the supplier as soon as possible, and should also be sent to our office. Should the problem remain unresolved you should telephone the Alan Rogers Travel on 01580 214000 during office hours. If you remain dissatisfied, you must write to us within

28 days of your return to the UK giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we/the supplier cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. Anyone leaving a campsite early at which they had made an advance reservation without first asking us for assistance in solving the problem will not be entitled to a refund of any unused pitch fees under any circumstances.

For Type A bookings, we act only as agent for the transport operator or campsite operator concerned and therefore cannot accept any liability for your transport or campsite. Any assistance provided in resolving a complaint in relation to any such booking is provided on a goodwill basis and in our capacity as agent.

Your property

20. You must pay all due care and attention to your personal belongings. We cannot accept any liability if they are lost or damaged. Unattended vehicles and accommodation and their contents are the sole responsibility of their operators.

Brochure/website descriptions

21. To the best of our knowledge the campsite descriptions and holiday information provided is up to date at the time of going to press but it is possible (for example) for a campsite to change hands or for certain facilities or services at the campsite to be altered and we therefore must emphasise that the contents of our brochure or website represent the detail available at the time of printing. Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking. Where we act only as agent we will have no responsibility for any errors in any documentation, including pricing errors, except where those errors were made by ourselves.

Additional booking conditions

The following additional conditions apply to Type B and Camping Cheque bookings, and, where specified, to Rallies and Group Bookings.

22. Customers must travel out and back on the ferries and at the times booked by us. Customers who travel with any other ferry operator and/or at a different time than the booked sailing will be liable for the full cost of the alternative arrangement.

23. No refunds can be made for any nights not spent at campsites booked in the holiday itinerary. Where customers spend additional nights at these campsites, the cost must be paid direct to the campsite operator.

24. Customers are responsible for paying any campsite fees in respect of night halts which are not included in a booking itinerary. Customers may, if they so wish, book campsites through the Advance Booking Service (refer to clause 13) for any night halts not included in their itinerary.

25. No reduction in prices can be granted to shareholders of the ferry companies utilised. Any ferry offers published by Alan Rogers Travel may be restricted by booking type, date, etc.

26. Some of our Type B holidays require a minimum number of participants for them to operate, and this is shown in the brochure against each holiday. Should this number not be achieved we reserve the right to cancel the holiday at any time prior to balance due date. See also clause 9 of these booking conditions.

27. We cannot guarantee that customers travelling on any Type B booking will be allocated pitches all together in the same area of the campsite. However, campsite operators will be requested to arrange this wherever possible.

28. Child prices for Type B bookings will apply to any person between the ages of 4-13 inclusive at the date of departure, unless otherwise stated.

29. Parents have responsibility for their children at all times unless placed in the care of a duly authorised person. Particular care should be taken on sites with lakes, swimming pools and children's playgrounds.

30. Data protection and privacy. Please refer to the policy on our website for details regarding the way we handle and use your personal data.

31. These Booking Conditions form part of our terms and conditions together with information provided elsewhere in our brochure or on our website.