

## Alan Rogers Rallies

### Booking Terms & Conditions

These booking conditions, together with our privacy policy, essential information, booking information, the advice and information section and any other written information we have brought to your attention before we confirmed your booking, set out the details of your booking with Alan Rogers Travel Limited trading as Alan Rogers Rallies at Spelmonden Old Oast, Goudhurst, Kent, TN17 1HE with our Registered Office: East Grinstead House, East Grinstead, RH19 1UA, England (“we”, “us” or “Alan Rogers Rallies”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

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

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she 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);
3. He/she is over 18 years of age and resident in the United Kingdom (if you are not a resident of the United Kingdom, you must advise us prior to booking) 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;
4. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Our obligations to you will vary depending upon whether we act as a package organiser in the sale of a package holiday or as a booking agent on behalf of ferry operators, Eurotunnel and campsite operators, to help you to arrange holiday products; our differing obligations are set out below, in three separate sections:

- (A) Section A contains the conditions which will apply to all bookings.
- (B) Section B contains the conditions which will apply when you make a booking with us where we act as the package organiser.
- (C) Section C contains the conditions which apply to agency bookings. **Please Note:** An agency booking will arise where a single item is booked on its own, for example a booking of a campsite only or a booking of a ferry / Eurotunnel only.

#### SECTION A – APPLICABLE TO ALL BOOKINGS

##### 1. Making A Booking

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. A binding contract between you and the transport / campsite operator or other supplier (where we are acting as an agent), or between you and us (where we are the Organiser of a Package holiday) comes into existence when we despatch the booking confirmation to the party leader.

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.

All documents (e.g. confirmation documents/holiday packs) will be sent to you by post or e-mail. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.

## **2. Payment**

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions. Alternatively, where you have booked a package or accommodation only arrangement with us, you will be subject to our cancellation charges as set out in Sections B and C below.

To confirm your booking or site request, you must pay a deposit at the time of booking. The deposit will ordinarily be £150 per booking, however, some ferry operators may require a higher deposit at the time of booking or may require full payment if you are booking more than eight weeks before departure. You will be advised of the exact amount payable at the time of booking.

Full payment of the balance must be received by the 'Balance Due' date shown on your booking confirmation. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions. Alternatively, where you have booked a package with us, you will be subject to our cancellation charges as set out in Section B below.

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: Visa/Mastercard debit or credit card authorisation or bank transfer. NB: No confirmations or other documentation will be forwarded until all invoiced balances have been paid.

## **3. Accuracy**

We endeavour to ensure that the campsite descriptions, holiday information and prices provided by us is up to date at the time of publication 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/website represent the detail available at the time of publication.

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.

#### **4. Special Requests**

If you have any special requests (for example mobile location), please let us know at the time of booking. We will pass on all such requests to the supplier/representatives but we do not guarantee that they will be met and we will have no liability to you if they are not.

#### **5. Insurance**

Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Failure to disclose relevant information may affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

#### **6. Behaviour**

Please be aware that the booking conditions of the supplier will normally state that your holiday arrangements can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation or services in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

In order to maintain the security and safety at all of the sites on our rallies we prohibit users who have been convicted of, or received a police caution for, a sexual offence (listed in Schedule 3 of the Sexual Offences Act 2003) and have been made subject to the notification requirements under the sexual offenders register or a Sexual Harm Prevention Order. If we are made aware that either yourself or a member of your party are subject to these provisions then we reserve the right to terminate your booking in advance or whilst on site during your rally, without a refund.

#### **7. Passports, Visas and Health**

If you are a British Citizen you can obtain up to date passport and visa information from the Foreign, Commonwealth and Development Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

Non British Citizens, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

It remains your responsibility to check passport and VISA requirements before you travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, VISA or immigration requirements. Some countries require passports to be valid for at least 6 months after your return date.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances. Up to date travel advice can be obtained from the National Travel Health Network and Centre (NaTHNaC) on the TravelHealthPro website <https://travelhealthpro.org.uk> or from NHS (Scotland) on the fitfortravel website <http://www.fitfortravel.nhs.uk>

#### **8. Complaints**

Where we are acting as agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the representative / supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon

the circumstances. If you wish to complain when you return home, write to the supplier. If you require assistance liaising with the supplier, please contact us and we will be happy to mediate.

Where you have booked a package holiday with us, please inform the relevant supplier immediately and contact us on 01580 214 070. Alternatively you can email us via [rallies@alanrogers.com](mailto:rallies@alanrogers.com). If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

You may wish to consider using Alternative Dispute Resolution (ADR). We are a member of ABTA, registered as Alan Rogers Travel Ltd with membership numbers Y6434 and P7119 and 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)

## **9. 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 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, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our control or the control of the supplier concerned.

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.

## **10. Law and Jurisdiction**

These terms and conditions are governed by English law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales (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).

## **11. Conditions of Suppliers**

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

## **12. Data Protection and Privacy**

Please see our data protection and privacy policy at <http://alanrogersrallies.com/about/protecting-your-data> for full information regarding the way in which we use and store your personal data.

### **13. Your Property**

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

### **14. Campsite Facilities and Activities**

Our campsite information describes the facilities and activities normally available at each campsite during the main part of the season, which is commonly national holidays and school holidays specific to the countries advertised in our brochures and on our website. Please note that facilities and services are generally available depending on the number of people participating. These services will not be offered if there are insufficient numbers. 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 during the low season.

## **SECTION B: PACKAGE HOLIDAY BOOKINGS**

**This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.**

### **15. Definition of Package**

Where your booking is for a Package Holiday that we have organised, 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 this Section B of these Booking Terms and Conditions.

A "Package Holiday" exists if you book a combination of two of the following separate travel services:

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

*provided that* those separate travel services are purchased together from a single visit to our contact centre or website and selected by you before you agree to pay; or are offered, sold or charged at an inclusive or total price.

### **16. Pricing**

The prices stated in our brochures and on our website are exclusively available only when booking in advance with Alan Rogers Rallies.

Our prices were calculated 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 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 holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

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.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday 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. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £20. However, 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 and other protection in place.

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

Please Note: 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.

## **17. Changes by You and Transfers of Bookings**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £20 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

### Transfers of Bookings:

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

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £20 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

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 in clause 18 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

#### **18. If You Cancel Before Departure**

If you or any member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery.

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 the cancellation charges set out in the table below will apply. 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.

<b>Period</b>	<b>Cancellation Charge</b>
Before the Balance Due Date	Deposit Only
Balance Due Date – 31 days before departure	25% of the total holiday price
16-30 days before departure	50% of the total holiday price
8-15 days before departure	75% of the total holiday price
1-7 days before departure or after departure	100% of the total holiday price

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.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

#### **19. Cancellation by You due to Unavoidable & Extraordinary Circumstances**

You have the right to cancel your confirmed holiday 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 holiday or significant affecting the transport arrangements 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 additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development 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.

#### **20. If We Make a Change or Cancel Your Package Holiday**

We start planning the arrangements that 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 9, or where minimum numbers for any tour or other arrangement as advertised in the rally itinerary or on our brochure or on our website, are not reached by 8 weeks prior to the date of departure.

Changes: If we make an insignificant change to your holiday, we will make reasonable efforts to inform you or your travel agent 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 the following when made before departure: any change in the advertised identity of the carrier(s), Eurotunnel / ferry timings, and/or ferry type; a change of outward departure time or overall length of your holiday of twelve hours or less; a change of accommodation to another of the same standard or classification. 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

Occasionally, we may have to make a “significant change” to your holiday. “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:

- (a) (For significant changes) accepting the changed arrangements or
- (b) accepting an offer of alternative arrangements from us, of a similar or higher standard, if available (at no extra cost); or
- (c) if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements; or
- (d) Cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

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 booking arrangements.

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

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- If we cancel your booking and no alternative arrangements are available.

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

- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 56 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 9).

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and, where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 21. Our Responsibilities to You in respect of Package Holidays

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice(s). Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time and this has affected the enjoyment of your package holiday 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 any 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 suppliers' negligence affected the overall enjoyment of your holiday. 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.
- (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 contracted for and which were unavoidable and extraordinary; or
  - (c) Force Majeure (as defined in clause 9).

(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**

i) 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 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 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.

ii) 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 under our contract with you, 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.

- iii) 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 us and our supplier(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 if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. 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 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 three 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 in advance. 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.

## **22. Delays**

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, however, EU Passenger Rights Regulations may entitle you to compensation from the transport operator under certain specific circumstances.

## **23. Insolvency Protection**

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for your chosen arrangements and for your repatriation (where applicable) in the event of our insolvency. For these purposes, we protect money that you have paid us in relation to non air-package holidays, by way of a bond held with ABTA's Financial Protection scheme. You can contact ABTA at 30 Park Street, London SE1 9EQ. Tel: 020 3117 0500 or at [www.abta.com](http://www.abta.com), if services are denied because of Alan Rogers Travel Ltd's insolvency.

## **24. Insurance**

As noted in clause 5 of these Terms and Conditions, it is a condition of booking with us that you have adequate travel insurance in place. For some Package holiday bookings where we act as Organiser, we may require you to provide details of your alternative insurance cover. Where you are asked to provide such details, we will not check the suitability of the policy and it will remain your responsibility to ensure your chosen insurance policy is adequate for your needs. 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. When purchasing insurance, either please ensure that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

## **25. Location of Pitches**

We cannot guarantee that customers will be allocated pitches all together in the same area of the campsite. However, campsite operators will be requested to arrange this wherever possible.

## **26. Unused or Additional Nights**

No refunds can be made for any nights not spent at campsites booked in the holiday itinerary. Where members want to stay extra nights, please contact us and we will attempt to extend your booking, subject to payment by you of any additional charges that may apply.

Customers are responsible for paying any campsite fees in respect of night halts which are not included in a booking itinerary.

## **27. Holidays including Ferry Travel**

You 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.

## **28. Prompt Assistance**

If, 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 assistance with distance communications and finding alternative travel arrangements. Where you require assistance which 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, 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.

## **SECTION C: AGENCY BOOKINGS**

**This section applies to bookings we make for you when acting as agent. Please read this section in conjunction with Section A of these Booking Conditions.**

## **29. Your Contract**

When making your booking we will arrange for you to enter into a contract with the supplier named on your booking confirmation. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The supplier's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

## **30. Cancellation and Amendment**

Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure).

In addition an administration fee of £20 per person will be payable for any amendments. You will be notified of the exact charges payable at the time of amendment or cancellation and it is recommended that you contact us prior to amendment or cancellation in order to confirm the charges applicable.

### **31. Changes or Cancellations by the Supplier**

We will inform you of any changes or cancellations made by the supplier as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

### **32. Our Responsibility for Your Booking**

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the 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 earned in relation to 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.

Last Updated: 15<sup>th</sup> February 2021

Updated by: Martin Murray