Booking terms and conditions

Canvas Holidays is a trading name of Canvas Holidays Limited. The following Booking Conditions, together with the General Information appearing on p143 form the basis of your contract with Canvas Holidays Ltd.

Please read them carefully as they set out our respective rights and obligations. Nothing in these Booking Conditions affects your normal statutory rights.

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 Canvas Holidays Limited. These Booking Conditions only apply to holiday arrangements which you book with us in the UK/Republic of Ireland (as applicable) and which we agree to make, provide or perform (as applicable) as part of our contract with you.

All references in these Booking Conditions to "holiday", "booking", "contract", or "arrangements" mean such holiday arrangements.

1. Making your booking

The person making the booking ("the party leader") must be at least 19 and authorised to do so on the basis of these Booking Conditions by all members of his/her party. By making the booking, the party leader confirms that he/she is so authorised and that all other party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to us. Once you have made your booking and we have received all appropriate payments (clause 2 below) we will, subject to availability, confirm your holiday by issuing a written confirmation (see below). 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 have the right to refuse any booking prior to the issue of your written confirmation. If we do this, we will promptly refund to you any money you have paid to us. 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.

Please note, we will provide you with your written confirmation either by post, electronically or email. If you book with us online, we will provide your confirmation to you electronically or by email. If you book by post or telephone we will send your confirmation to you by post unless you advise us at the time of booking you would prefer it to be provided electronically or by email. All references to "your written confirmation" therefore means confirmations provided by post, electronically or by email as applicable. It is your responsibility to check your emails regularly.

2. Payment

In order to confirm your chosen holiday, your deposit must be paid at the time of booking (see 'Booking Your Holiday'). If the booking is within 10 weeks of the start of your holiday, the full cost must be paid when you book. If you wish to purchase the insurance policy we recommend, all applicable premiums must be paid at the time of booking (you must be insured - see clause). Please see 'Booking Your Holiday' for details of deposit.

The balance of the holiday cost must be received by us at least 10 weeks before the start of your holiday. 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 have the right to treat your booking as cancelled by you and retain all deposits paid or due. If you book through a travel agent (who must be authorised to take bookings on our behalf), all monies you pay to the agent for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence (see clause 4). After this point, these monies will be held on our behalf. If you pay by credit card we will make a charge of up to 2% for each payment made this way to recover the credit card company's charge to us. If your payment is not honoured for any reason whatsoever, we are entitled to make an administration charge of 2%. Please note that you may be required to make a payment of a security deposit in cash in local currency on arrival at your accommodation.

3. Low Deposit Offers

Occasionally offers are made giving you the chance to book your holiday 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 8 for details regarding cancellations.

4. Your contract

When you contact us to book your holiday, you appoint us to act as your agent in contracting (where applicable) transport (including ferries, Motorail and car hire) and other services on your behalf for which we may receive commission. You accept that your booking is subject not only to these Booking Conditions but also the terms and conditions of these suppliers – see clause 17. However, when you have booked both your accommodation and travel with us, once we have issued your confirmation invoice, we will accept responsibility for it as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. A binding contract between us comes into existence when we despatch your confirmation invoice to the party leader or our travel agent. For bookings made within 14 days of departure, a binding contract comes into existence when we give verbal confirmation of your booking to you or your travel agent and you have made the appropriate payments to us or your travel agent. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description, which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question – see clause 15) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland, Northern Ireland or the Republic of Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland or the Republic of Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland/ the Republic of Ireland as applicable (but if you do not so choose, English law will apply). Changes to these Booking Conditions will only be valid if notified to you in writing.

5. Your holiday price

All prices quoted or otherwise advised to you include all charges, and, where applicable, Value Added Tax (at 17.5%) and Insurance Premium Tax (at 17.5%).

The prices shown in our brochures and on our website were calculated on 21 May 2008 on the basis of then known costs and exchange rates of £1 to 1.2458 Euro, £1 to 1.9643 US Dollar and £1 to 7.2145 AED, as shown in the Financial Times Guide to World Currencies on 22 May 2008.

The UK government has announced its intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports with a new Emissions Tax, known as Aviation Duty, with effect from 1 November 2009. At the time of print the Company is not aware of the final details of this new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that the Company's costs increase as a result of the change then it reserves its right to adjust prices to reflect those changes as set out in the following paragraph.

If you have not purchased a package holiday from the Company, it reserves 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 Property Supplier and/or Service Provider connected with your arrangements.

If you have purchased a package holiday from the Company, once the price of your chosen arrangements has been confirmed at the time of booking, then, subject to the correction of errors, the Company 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 Section, if the Company's costs increase or decrease as a result of (as applicable) transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports increasing or decreasing or if the Company's costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in the Company's costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will the Company levy a surcharge. Where a surcharge is payable, there will be an amendment charge of £1 together with an amount to cover agents' commission. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to the Company (except for any amendment charges) or alternatively purchase another holiday from the Company as referred to in Section 5 headed "Cancellations or changes to your booking by the Company/Property Supplier/Service Provider(s)". Although insurance (where purchased through us) does not form part of your contract with the Company or of any package, we will consider an appropriate refund of any insurance premiums you have paid to the Company if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. 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. A refund will only be payable if the decrease in the Company's costs exceeds 2% as set out above. Where a refund is due, the Company will pay you the full amount of the decrease in its costs.

You have 14 days from the issue date printed on the surcharge invoice to tell the Company if you want to cancel your holiday or purchase another holiday. If you do not tell the Company that you wish to do so within this period of time, the Company is entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

The Company promises not to levy a surcharge within 30 days of the start of your holiday. No refunds will be made within this period either.

6. Special requests and medical problems

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 relevant party we regret we cannot guarantee any request will be met unless we have specifically confirmed this in writing. 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 party 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. If you or any member of your party has any medical problem or disability which may affect your holiday, 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 reasonably feel unable to properly accommodate the particular needs of the person concerned, we 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.

7. If you alter your holiday booking

If you wish to change any aspect of your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will do our best to assist you, we cannot guarantee that we will be able to meet any such requests, particularly where made within 4 weeks of the start of your holiday or after tickets have been issued. Where we can make the change you request, an amendment fee will be payable together with any costs or charges incurred or imposed by any of our suppliers to make the change. The £37.50/€48.50 on site amendment fee is payable by credit or debit card. Wherever possible, we will limit the amendment fees to those listed below.

Amendment fees

Number of days before the start of your holiday change is requested	Amendment Fee per change/ booking/occasion
70 days or more	£28/€34
less than 70 days	£38/€49
On-site amendments	£38/€49

The following changes will be treated as a cancellation of your holiday by you. Your amended holiday arrangements will then be treated as a new booking and the cancellation charges set out in clause 8 below will apply:

- A change of the start date of your holiday by more than two weeks.
- Any change in your holiday dates where requested after balance due date.
- A reduction in your holiday duration where requested after balance due date.

See clause 8 if any member of your party is prevented from travelling.

For bookings including flights, you must pay the charges levied by the carrier concerned. As most airlines do not permit name changes once tickets have been issued for any reasons, these charges are likely to be the full cost of the flight.

8. If you cancel your holiday 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. The day we receive your telephone notification of cancellation is the date on which your booking is cancelled. As we incur costs from the time we confirm your booking and may be unable to resell your holiday, the following cancellation charges will be payable. Where shown as a percentage, cancellation charges are calculated on the basis of the total cost payable by or on behalf of the person(s) cancelling excluding insurance premiums and any amendment fees and charges which have already been incurred. Insurance premiums and 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 person cancelling
More than 70 days before travel	£120 / €180 plus any insurance premium
69 - 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 holiday (for example hotel, ferry crossing or Motorail) we levy an administration fee of £27.50/£37.50 (€33.50/€48.50) per item cancelled and also pass on all charges levied by the supplier 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 reinvoice you accordingly. If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified no less than two weeks before the start of your holiday with full details of those who cannot travel and why and the replacement party member(s). Where a transfer to a person of your choice can be made all costs and charges incurred or imposed by any of our suppliers as a result together with the amendment fee set out in clause 7 above must be paid before the transfer can be made.

9. Insurance

We consider adequate travel insurance to be essential. Details of the policy we recommend are shown elsewhere in this brochure. If you decide not to purchase this insurance, you must take out alternative Personal Travel Insurance that provides equivalent or better cover to the policy we recommend. You must give details of your alternative policy (insurer and policy number) on your booking form or otherwise in writing. If you fail to do so we will add the appropriate premiums for the Personal Travel Insurance we recommend to your holiday confirmation. You have 14 days from time of booking to cancel this policy and provide details of an alternative acceptable insurance policy. You are strongly advised to take out insurance which will cover any damage which may occur to property which belongs to other people and which may get damaged. If booking more than 10 weeks before departure, your deposit payment will be deemed to include the applicable premiums for the Personal Travel Insurance we recommend for all persons named on the booking unless you give the required details of your alternative acceptable insurance at the time of booking. For bookings made within 10 weeks of departure the premiums must be paid with the full holiday payment as cover will not be effective until we receive all applicable premiums in full. We reserve the right to refuse or cancel a booking if you do not have Personal Travel Insurance that matches or exceeds that offered by the insurance we recommend. We will treat any cancellation for this reason as a cancellation by you and the cancellation charges set out in section 8 will be payable. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We do not check alternative insurance policies.

10. If we alter or cancel your holiday booking

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we do our best to avoid changes and cancellations, we reserve the right to do so. Most changes are minor. Occasionally we have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure: a change of accommodation type (but not a change of mobile home model) for the whole or a major part of the time you are away, a change of site to one in a different area for the whole or a major part of the time you are away, a change of holiday start date or overall length of your holiday of 24 hours or more, 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 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 for significant changes:

(a) accepting the changed arrangements or

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard, for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not accept the holiday we specifically offer you, you may choose any of our other unsold holidays in which case you must pay the applicable price for that holiday. This will mean paying more if it is more expensive or receiving a refund if it is cheaper or

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us for your holiday.

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 10 weeks or less before departure, we will pay you the compensation set out below 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. No compensation will be payable 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).

Booking amendment compensation

Period before departure when a significantchange/ cancellation is notified to you or your travel agent	Compensation per party - % of holiday cost If alternative holiday is taken	If you cancel
69 - 28 days	10%	5%
27 - 14 days	15%	8%
13 days or less	20%	10%
	Excluding insurance and alteration charges	

No compensation is payable for minor changes or where we make a significant change or cancel more than 10 weeks before departure. Very rarely, we may be forced by circumstances beyond our control (see clause 11) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if your accommodation becomes uninhabitable, we will endeavour to provide suitable alternative accommodation for you, at our reasonable discretion.

In all cases, the Company's liability for significant changes and cancellations made to your confirmed holiday arrangements is limited to offering you the above mentioned options and, where applicable and subject to you providing proof of loss, reasonable expenses connected with your holiday that are non refundable.

11. Circumstances outside our control

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 more fully described in clause 12(1) below) as a result of "circumstances beyond our control". In these Booking Conditions, "circumstances beyond our control" 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, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

12. Our liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees or (but not if you have booked accommodation only) our agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers (where applicable) do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

(a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or

(b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or

(c) 'circumstances outside our control' as defined in clause 11 above.

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract with you. This includes, for example, any additional services or facilities which the owner of your campsite or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any activities you purchase in resort. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the service we have agreed to provide or arrange as part of our contract

- and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK/Republic of Ireland which would have applied had those services been provided in the UK/Republic of Ireland. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these Booking Conditions we limit the maximum amount we may have to pay you for any claims you may make against us. Except where loss of and/or damage to luggage and personal possessions is concerned, for all claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 12 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of claim (including those involving death or personal injury) concerns or is based on any travel arrangements booked through us (including the process of getting on and/or off the transport concerned) provided by any sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. 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. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description

(1) 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

(2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide us 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 14 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 19, 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.

13. Our assistance to you

If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to us of £5,000/€7,500 per booking. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

14. If you have a complaint

Our aim is for you to have an enjoyable and trouble free holiday. Should there be, however, any cause for complaint, you should inform the supplier of the service or our staff immediately. 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.

1) you should inform the Canvas courier of the problem. If he/she is unable to rectify the problem to your satisfaction then

2) contact our Area Manager whose telephone number is clearly displayed on the Canvas notice board onsite. If the problem is still not rectified to your satisfaction

3) telephone Canvas Head Office on (00 44 if dialling from outside the UK) (0)1383 629 000, or send a fax on (0) 1383 629 070 If you are still not satisfied with how the complaint is handled, you must obtain and fill out a Customer Comment Form. The form is available from your Canvas courier or from Canvas Head Office. You should retain the top copy of the form and give the second copy to the Canvas courier. You must submit your form to us together with a covering letter within 28 days of your return from your holiday.

If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

15. Arbitration

If you have a complaint which cannot be resolved to your satisfaction, you may decide to have the dispute dealt with by arbitration under the ABTA arbitration scheme. Alternatively you may choose to go to Court - see clause 4.

Canvas Limited is a member of ABTA with membership number V5836. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 68-71 Newman Street, London W1T 3AH Tel: 020 7637 2444 or www.abta.com.

ABTA Arbitration Scheme: Disputes arising out of, or in connection with, this contract that cannot be amicably settled may (if you so wish) be referred to arbitration under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Caselaim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com. Full details are available from the Association of British Travel Agents, 68-71 Newman Street, London, W1P 4AH.

16. 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 site owner or manager or other supplier. 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 suppliers 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, without prior notice, to t 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. We will have no 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.

17. Conditions of suppliers

Most 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. 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 12 (4)). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

18. Services, facilities and brochure information

The information contained in this brochure is correct to the best of our knowledge at the time of the brochure going to print. The facilities and amenities advertised in this brochure 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 concerned at any time for reasons such as maintenance, local regulations, bad weather or lack of demand from guests. Where we are informed of the withdrawal of a facility which, in our opinion, is likely to have a significant effect on your holiday arrangements, we will, where at all possible, inform you of the change before departure. As camping is an outdoor pursuit, we cannot accept responsibility for any damage, loss or effect of any description on your holiday 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 our accommodation or equipment may vary from that specified in the brochure. Where this is the case, we will use our best endeavours to ensure that equipment and accommodation of a similar standard is provided. We cannot accept any responsibility for items left on site.

19. Our specialist courier service

Our FamilyExtra, Hoopi's Club & Toddler Club 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.

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 holiday. 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. We will not be responsible for any loss and/or damage which occurs as a result of your failure to comply with this condition.

21. Passports, visas and health requirements

The passport, visa and health requirements applicable at the time of printing to British and Irish citizens for the holidays we offer are shown elsewhere in this brochure. 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. Please be aware that E111 forms are no longer valid and have been replaced by an European Health Insurance Card (EHIC). Information on the EHIC is available at www.dh.gov.uk or from your local Department of Health office. You can apply for an EHIC online at www.dh.gov.uk or by phone on 0845 606 2030 or by post from EHIC Applications, P.O Box 1115, Newcastle-upon-Tyne, NE99 1SW. Irish customers should apply online at 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 www.fitfortravel.scot.nhs.uk and 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: www.fco.gov.uk. 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.

22. Flights

The flight timings shown in this brochure are for general guidance only and may change. Up to date flight times (which may be different) will appear on your tickets. You must therefore ensure that you check these very carefully immediately. Where the information is given at any stage, it may change. Any such change (or a chance of air carrier, see below) will not entitle you to cancel or change other arrangements without paying our normal charges. Please note that in order to qualify as an 'infant' a child must be under two years of age on their return flight, not the outward flight. In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community List" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community List is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 10 will apply.

23. Financial security

We are a member of the Association of British Travel Agents (ABTA number V5836). For all holidays sold in the UK which do not include flights, your holiday will be protected by our bonding arrangements with ABTA. We also hold an Air Travel Organiser's Licence (ATOL number 9332) issued by the CAA. This means the air inclusive holidays from the UK in this brochure are ATOL protected in the same way as non flight inclusive packages. For further information, visit the ATOL website at www.atol.org.uk. In the Republic of Ireland, we also have a Travel Agent's licence, issued by the Commission for Aviation Regulation (licence number TA0528). For holidays sold in the Republic of Ireland your holiday will be protected by this arrangement. These bonds will protect all holidays sold in the UK and the Republic of Ireland. These arrangements mean the cost of your holiday will be refunded or you will be brought back to the UK/Republic of Ireland (if your contracted holiday arrangements include return travel to the UK/Ireland) if already abroad in the unlikely event that your holiday cannot be provided due to our insolvency.

24. Delay

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. In the case of delays to ferries, flights or Motorail, you are advised to contact the relevant operator directly at the time of the delay. We cannot accept liability for any flight/ferry delay which is due to any of the reasons set out in clause 12 of these Booking Conditions (which includes the behaviour of any passenger(s) who, for example, fails to board on time. In addition, we will not be liable for any flight/ferry delay unless it has a significant effect on your holiday arrangements.

25. Address for service (ROI bookings only)

RCI Call Centre (Ireland) Limited of Loughmahon Technology Park, Blackrork, Cork, Ireland are our nominated agents in the Republic of Ireland. They are authorised to accept service of proceedings on our behalf in respect of all holidays sold by us in the Republic of Ireland.

26. Privacy statement

For the purposes of the Data Protection Act 1998, we (Canvas Holidays Limited) are a data controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your campsite, hotel, ferry company, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involves suppliers based outside these countries. We would also like to store and use your personal details for future marketing purposes (for example, sending you a brochure or details of a promotion). All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept but we will obviously only use names, contact details and booking preferences for marketing. We may disclose customers' names, contact details and booking preferences to other trading divisions of our group, including our parent company, Wyndham Worldwide, or to any company within the Wyndham Worldwide Corporation, such as Group RCI, Holiday Cottages Group Ltd, International Life Leisure Ltd, etc, or any subsidiaries of such companies who offer goods or services which we feel may be of interest to you. The companies, organisations and third parties to whom we disclose customer details may contact any members of your party by post, e-mail, telephone, including automated dialling equipment, fax, and/or pre-recorded messages for the purposes set out in this clause. If you do not wish to receive any or all of the communications set out in this clause, then please let us know as soon as possible by telephone, letter, e-mail or fax. We are entitled to assume that you do not object to being communicated with unless you have indicated otherwise either at the time you gave your details to us or subsequently. Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information. You are generally entitled to ask us (by letter) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. Please note, telephone conversations you have with us may be recorded for training and customer service purposes.

27. This brochure

This brochure was published in November 2008, and the prices and booking conditions supersede all previous editions. Prices and booking conditions may be superseded by subsequent editions.

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