

# Booking terms & conditions

Canvas Holidays is a trading name of Canvas Holidays Limited. Before booking with us, please read these Booking Conditions carefully and all the other information relevant to your booking, including the General Information appearing on p143. Please read all the information carefully as it sets out our respective rights and obligations.

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. In these Booking Conditions, unless the context otherwise requires, words in the singular shall include the plural and vice versa.

Canvas Holidays Limited arranges bookings as agent for the Owners of the campsites, mobile homes, lodges or cottages advertised, except in cases where the company owns the property you are booking. (“the Owner(s)”. We also act as agent for transportation companies and other service providers including, but not limited to car hire. (“Service Provider”). An additional fee may be charged for arranging your contract with these service providers.

When you book with us acting as agent for the Owner concerned and/or arrange any travel or other services through us, you enter directly into a contract with the Owner and/or the Service Provider of the service concerned (as applicable). As we act as agents when taking your booking, we accept no liability in relation to any contract you enter into for the accommodation or for any services or arrangements you purchase (“Arrangements”) or for the acts or omissions of any Owner or supplier or other person or party connected with any arrangements.

Important information – Ferry and Eurotunnel bookings: If you book accommodation arrangements with us which include a ferry or Eurotunnel crossing, then this will be classified as a package holiday booking. In these cases we will accept responsibility for it in accordance with these Booking Conditions as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992. Only bookings which include both accommodation and a ferry or Eurotunnel crossing will be sold as a package. All other arrangements including transport and accommodation are sold separately at a non inclusive price, as agent on behalf of the various suppliers. Please also read Section B of these booking conditions if this applies to you. Clauses 11 and 12 of Section A do not apply to your booking.

## SECTION A

### 1. Making your booking

The person making the booking (“the party leader”) must be at least 18 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 booking by issuing a written confirmation (see below). Your binding contract with the Owner/Service Provider comes into existence when the written confirmation is issued. 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 or email. If you book with us online, we will provide your confirmation to you 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 by email. All references to “your written confirmation” therefore means confirmations provided by post or email as applicable. It is your responsibility to check your emails regularly.

We, on behalf of the Owner/Service Provider (as applicable) have the right to refuse any booking prior to the issue of your written confirmation. If we do this, it will tell you in writing and promptly refund any money you have paid to us. In this case neither we nor the Owner or other Service Provider (if any) shall have any liability towards you.

### 2. Payment

In order to confirm your chosen Arrangements, your deposit must be paid at the time of booking (see ‘Making your booking’). If the booking is within 10 weeks of the start of your trip, the full cost must be paid when you book. If you wish to purchase the insurance policy we offer, all applicable premiums must be paid at the time of booking (you must be insured - see clause 8). We will notify you of the applicable deposit payment at the time of booking. The balance of the booking cost must be received by us at least 10 weeks before the start of your Arrangements. This date will be shown on the confirmation/invoice. Reminders are not sent. If we do not receive all payments by the due date, we on behalf of the Owner/Service Provider have the right to treat your booking as cancelled by you and retain all deposits paid or due. If you pay by credit card we will make a charge of up to 2.5% 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 2.5%. 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 Arrangements at a lower than usual deposit. Details of any additional terms specific to the offer will be notified to you prior to or on making your booking and should be read in conjunction with these Booking Conditions. If you book a holiday at a lower than usual deposit the difference between the amount paid and the usual deposit, must still be paid either at the time the balance of your holiday cost is due, or at the time of cancellation (in addition to all other charges) if you cancel your booking. Please refer to clause 8 for details regarding cancellations. We reserve the right to extend any Low Initial Deposit offer.

### 4. Pricing

The prices of unsold arrangements may be increased or decreased and corrections made to 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. As changes and errors occasionally occur, you must check all details at the time of booking. All prices quoted or otherwise advised to you include all charges and any UK taxes or governmental levies that apply to your holiday at the time of booking. We reserve the right to pass on to you in full, after your booking has been confirmed, all costs and/or charges incurred or imposed by any Owner and/or Service Provider connected with your arrangements, including any price increases due to currency fluctuations.

### 5. 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 Owner and/or the relevant Service Provider (as applicable) we regret we cannot guarantee any request will be met. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the relevant 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 trip, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we or the Owner/Service Provider 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.

### 6. If you alter your 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 the Owner/Service Provider concerned will be able to meet any such request, particularly where made within 4 weeks of the start of your trip or after tickets have been issued. Where we can make the change you request, an amendment fee will be payable together with any costs or charges incurred or imposed by any Owner/Service Provider to make the change. The £40/€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	£25/€35
less than 70 days	£40/€50
On-site amendments	£40/€50

The following changes will be treated as a cancellation of your booking by you. Your amended Arrangements will then be treated as a new booking and the

cancellation charges set out in clause 8 below will be levied on behalf of the Owner/Service provider:

- A change of the start date of your trip by more than two weeks.
- Any change in your trip dates where requested after balance due date.
- A reduction in your trip duration where requested after balance due date.
- See clause 8 if any member of your party is prevented from travelling.

#### 7. If you cancel your booking

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

If you cancel, a cancellation charge will be payable, levied by the Owner, as shown in the following table. 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.

<b>Cancellation fees</b>	
<b>Number of days prior to the start of your holiday when written notification is received by us</b>	<b>Cancellation charge/ per person cancelling</b>
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 booking we levy an administration fee of £25/€40 (€35/€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 trip 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 above must be paid before the transfer can be made.

#### 8. Insurance

We consider personal travel insurance to be essential for overseas bookings and it is a condition of booking through us that you have adequate travel insurance for your trip. Details of the policy we offer are shown elsewhere in this brochure. If you decide not to purchase this insurance, you must ensure you have alternative Personal Travel Insurance which provides equivalent or better cover to the policy we offer. You must provide details of the policy (name of insurer and policy number) at the time you make your booking or within 14 days of making it. If you wish to arrange your own travel insurance, but do not have details at time of booking the travel insurance we offer will be added to your booking but will be removed if you contact us within 14 days of making your booking with details of your alternative policy.

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 offer for all persons named on the booking unless you give the required details of your alternative

acceptable insurance at the time of booking or within 14 days of doing so. For bookings made within 10 weeks of departure the premiums must be paid with the full booking payment as cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs and declare all pre-existing medical conditions. We do not check alternative insurance policies.

#### 9. Cancellations or changes by the Owner/Service Provider(s)

The Owners and Service Providers do not expect to have to make any changes to your booking, but sometimes problems occur and bookings have to be changed or cancelled or errors in brochures or other details corrected. The Owner and Service Provider reserve the right to do so. If this does happen, we, on their behalf, will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation; minor changes will be notified by post) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

#### 10. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we regret we regret that neither us nor the Owner/Service Provider can, either jointly or individually, accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### 11. Our liability to you (Not applicable to ferry/ Eurotunnel inclusive bookings, see Section B4 below)

As we act as agent for the Owner/Service Provider we cannot accept any liability for any act or omission on their part or of anyone representing, or employed by them. Further, we cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owners. Your contract with the Owner is subject to their terms and conditions, which may contain additional limitations to their liability. If you have any complaints regarding any services we provide (as opposed to any provided by the Owner/Service Provider), you must inform us immediately in writing and in any event within 7 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified. There may be occasions where we own the accommodation you stay in during your trip. In such cases do not accept liability for any loss or damage however caused. Our maximum liability to you if we are found to be at fault in relation to any service we provide (as opposed to any service provided by the Owner/Service Provider for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question, plus any unrecoverable expenses directly related to your booking which you incur as a result of that failure, or twice the cost of your accommodation in cases where we are the owner of the accommodation. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment, or for our own criminal act.

#### 12. If you have a complaint (Not applicable to Ferry/ Eurotunnel inclusive bookings)

Every effort has been made to ensure that you have an enjoyable and memorable trip. If, however, you have any cause for complaint then we, together with the Owner or Supplier are anxious that remedial action is taken as soon as possible. Because your contract is between you and the Owner/Supplier, any queries or concerns should be addressed to them as well as notifying us. It is essential that you contact them immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly

unless we together with the Owner/Supplier are promptly notified. Discussion of any criticisms with the Owner or his/her representative whilst you are there will usually enable shortcomings to be rectified straightaway. Our aim is for you to have an enjoyable and trouble free trip. We are unable to accept responsibility for any complaint which can be rectified on site if it is not reported as soon as it arises.

As well as notifying the Owner/Supplier, you should:-

- a) inform the Canvas courier of the problem. If he/she is unable to rectify the problem to your satisfaction then
- b) 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
- c) 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 home. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us and the Owner to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate. As we act only as an agent for the Owner, we cannot accept any liability for your property. Any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only.

#### 13. ABTA Membership

We are a Member of ABTA, membership number V5836. As an ABTA member we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We are also able to offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com](http://www.abta.com)

The arbitration scheme is administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. 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 Claim must be received by IDRS within nine months of the date of your return from 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](http://www.abta.com). Alternatively you may write to ABTA Ltd, 30 Park Street, London SE1 9EQ or telephone: +44 (0)20 3117 0500.

#### 14. 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 on behalf of the Owner, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the site or other service. Neither us nor the Owner will have any other 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.

#### 15. Conditions of suppliers

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.

#### 16. Services, facilities and brochure/website information

The information contained in our brochures and on our website is correct to the best of our knowledge. The facilities and amenities advertised have been found to be normally available by our representatives. However, whilst we do our best to ensure that campsites 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. As camping is an outdoor pursuit, we cannot accept responsibility for any damage or loss which results from weather conditions or wildlife. Due to very dry weather conditions, local authorities sometimes ban the use of barbecues in certain areas. In this event, we have no choice but to withdraw barbecue facilities until the ban is lifted. Occasionally the design and specification of accommodation or equipment may vary from that specified in the brochure/on the website. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, except where any such information has arisen out of our negligence.

#### 17. Our specialist courier service

Our FamilyExtra & Hoopi's 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.

If you choose to make use of FamilyExtra & Hoopi's Club Couriers during your trip, please note that this is not prebooked and is offered on a first come first served basis when you arrive onsite. It does not constitute a 'package holiday' provided by us, therefore we will not accept responsibility under the Package Travel, Package Holidays and Package Tours Regulations 1992.

#### 18. Safety

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK/Republic of Ireland. As a general rule, these requirements and standards will not be the same as the UK/Republic of Ireland and may sometimes be lower. You should therefore take all reasonable precautions to protect yourself and your party whilst on your trip. In particular you should familiarise yourself with fire procedures, swimming pool areas and any unfamiliar cooking appliances. You should also familiarise yourselves with any safety notices on site and ensure that you comply with all specifications for their use.

#### 19. 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 involve 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, email 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.

#### 20. Governing law

It is agreed that any dispute, claim or other matter which may arise in relation to your booking will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

#### SECTION B:

##### Ferry and Eurotunnel inclusive bookings only

The following additional information applies to your booking.

##### B1. Pricing

All prices quoted or otherwise advised to you include all charges and any UK taxes or governmental levies that apply to your holiday at the time of booking. 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 prices of unsold arrangements may be increased or decreased and corrections made to errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen holiday will be confirmed at the time of

booking. As changes and errors occasionally occur, you must check all details of your chosen holiday (including the price) at the time of booking.

When the price of your chosen holiday has been confirmed at the time of booking, then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause B1, if our 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 our 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 our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we 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 us as referred to in clause B3. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. 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. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel your holiday or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are 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. We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be made within this period either.

##### B2. Your financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. This security is provided by a bond held by ABTA. Please see Clause 6 for full details of our ABTA membership. Please note that any flight bookings we arrange on your behalf are made as agent for the supplier and do not form part of your Ferry Package. Any such flights are not covered under this Financial Security Clause.

##### B3. Cancellations or changes by us

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 effect 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 significant change/cancellation is notified to you or your travel agent holiday	Compensation per party - % of holiday cost	
	If alternative 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 "force majeure" 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.

**B4. Our liability to you**

We will accept responsibility for your holiday as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to the other provisions of this clause B.4, we accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described by us. If, after departure, any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your travel arrangements. However, our liability in all cases shall be limited to a maximum of twice the value of the element not supplied excluding flights. The level of such compensation will take into account all relevant factors including the invoice price of the tour, any steps it was reasonable for the client to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected the client's enjoyment of the package.

Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations

under our contract with you. It is a condition of the payment of compensation that you notify us of any complaint or claim strictly in accordance with clause B6 and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with us and our insurers in this regard. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you booked with us - including for example any additional services or facilities provided to you by a hotel or any other supplier which was not included as part of the original contract between us - we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident within 90 days of the occurrence. We will not be responsible where you do not enjoy the holiday or suffer any other problems because of a reason which you did not make us aware of when the holiday was booked.

In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- i. the fault of the person affected or any members of their party or
- ii. the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- iii. an event or circumstances which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care or the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

Important notice in respect of limits on liability. In respect of international travel by air, sea and rail, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The 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 accommodation 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.

The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. Such shall be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you and your party is £25 per person in total. We strongly recommend that you and your party take out adequate travel insurance for your particular needs whilst on holiday and for the purpose of these Booking Conditions you and your party are assumed to have done so.

**B5. Passports, visas and health requirements for package bookings**

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](http://www.dh.gov.uk) or from your local Department of Health office. You can apply for an EHIC online at [www.dh.gov.uk](http://www.dh.gov.uk) or by phone on 0845 606 2030 or by post from EHIC Applications, PO Box 1115, Newcastle-upon-Tyne, NE99 1SW. Irish customers should apply online at [www.ehic.ie](http://www.ehic.ie) or at your local health office. You should seek advice on recommended vaccinations and health precautions for your destination from a health professional (either a GP, practice nurse, pharmacist or travel health clinic), ideally at least eight weeks before departure. Further travel advice can be found on [www.fitfortravel.scot.nhs.uk](http://www.fitfortravel.scot.nhs.uk) and [www.nathnac.org](http://www.nathnac.org). The UK Foreign Commonwealth Office ('FCO') provides advice on how to help travellers avoid problems abroad. You should check current FCO advice before travelling: [www.fco.gov.uk](http://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.

**B6. Complaints**

If a problem occurs whilst you are abroad, you must inform the relevant supplier (e.g. hotel, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction at the time, you must also contact us immediately by telephoning our offices on 01383 629 000 so that we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return to the UK quoting the original booking reference and giving all relevant information.

PLEASE NOTE: - Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

These booking conditions were published in February 2011, and supersede all previous editions. Please see website for latest details. Prices and booking conditions may be superseded by subsequent editions.

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