

Booking Conditions

These booking conditions, together with our privacy policy, essential information, booking information, the advice and information section and any other written information we have brought to your attention before we confirmed your booking, set out the details of your booking with The Caravan Club Limited, Registered Office: East Grinstead House, East Grinstead, RH19 1UA, England (“we”, “us” or “The Caravan Club”). Please read them carefully as they set 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).

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

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and resident in the United Kingdom (if you are not a resident of the United Kingdom, you must advise us prior to booking) and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

Our obligations to you will vary depending upon whether we act as an agent to help you to arrange individual holiday products (Type A bookings) or as a package organiser in the sale of a package holiday (Type B Bookings); our differing obligations are set out below.

Agency bookings - Type A Bookings

We act as a booking agent for ferry operators, Eurotunnel and campsite operators. Bookings may be made through us as follows:-

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

These will be governed by the terms and conditions of each of the ferry, Eurotunnel or campsite operators and your contract will be direct with each of these suppliers. Bookings of this sort will be referred to as “Type A Bookings”. Our Camping Cheque ‘Camping Cheque’ holidays are also Type A Bookings, as we act as agent on behalf of Camping Cheque.

Package Holidays – Type B Bookings

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

Definition of Package

A “Package Holiday” exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Where you have booked a Package Holiday with us, 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.

Type B bookings), will treat your booking as cancelled in accordance with clause 9. When accepting any booking within ten weeks of the departure date we reserve the right to ask you to pay the full cost of your booking. We accept the following methods of payment: Visa/Mastercard debit or credit card authorisation. NB: No confirmations or other documentation will be forwarded until all invoiced balances have been paid.

Your contract

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

Prices and your financial protection

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

(a) Type A bookings only.

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

(b) Type B bookings only.

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

Our prices were calculated on the basis of then known costs and exchange rates. We reserve the right to increase or decrease the prices of unsold arrangements at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen arrangements will be confirmed at the time of booking.

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

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

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

(c) All arrangements

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

Conditions of suppliers

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

Alterations and cancellations by transport operators/campsite operators/us

6. (a) Type A bookings.

If there is a change to your Type A booking we will pass on the new details to you together with any compensation that the transport operator or campsite operator may offer. As agent only for the transport operator or campsite operator we cannot accept any liability for any changes or cancellations made to these bookings.

(b) Type B bookings.

We start planning the arrangements we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed, and can cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed arrangements after the date the balance of the cost of your holiday is due where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time), where we are forced to do so as a result of Force Majeure as defined in clause 7 below, or where minimum numbers for any tour or other arrangement as advertised in our brochure or on our website, are not reached by 8 weeks prior to the date of departure.

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

(a) (For significant changes) accepting the changed arrangements or

(b) Purchasing alternative arrangements from us, of a similar standard and cost to that originally booked if available or

(c) Cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. Examples of “minor changes” include the following when made before departure: any change in the advertised identity of the carrier(s), ferry timings, and/or ferry type; a change of outward departure time or overall length of your holiday of twelve hours or less; a change of accommodation to another of the same standard or classification. If we have to make a significant change or cancel after the date on which the balance of the cost of your arrangements is due we will pay you a reasonable level of compensation.

Please note – compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel

as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we are forced to cancel a holiday due to insufficient numbers (see clause 27). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

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

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

Force Majeure

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

Our liability to you

8. (a) Type A bookings only

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

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

(b) Type B bookings only

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

(ii) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from

(a) the act(s) and/or omission(s) of the person(s) affected;

(b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

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

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

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

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. You acknowledge that all of the terms and conditions contained in those ‘Conditions of Carriage’ form part of your contract with us, as well as with the transport company and that those ‘Conditions of Carriage’ shall be deemed to be included by reference into this contract; and

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

(v) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 20 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Cancellation and changes by you

9. Type A bookings

In respect to Type A Bookings, any cancellation or amendment request must be sent to us in writing, by email, fax, post or by telephone and will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. The provider may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition we may ask you to pay an administration fee of £20 per person for any amendments. You will be notified of the exact charges at the time of amendment or cancellation and it is recommended that you contact us prior to amendment or cancellation in order to confirm the charges applicable.

Type B bookings

For Type B Bookings, if you wish to cancel your confirmed booking, you must notify us as soon as possible. As we and our suppliers incur costs from the time we confirm your booking, the following charges will apply: If cancellation is received prior to or on Balance Due Date, your deposit will be retained. Except in the case where a non-refundable fare has been booked, when the entire fare amount will be retained. If cancellation is received after Balance Due Date, then your deposit will be retained, together with all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result. In the event that only one element of a confirmed booking is cancelled a £20 cancellation charge will be applied to your booking together with all costs and charges as detailed above.

Claims may be made on the Red Pennant Service (if purchased by you) if the reason for the cancellation is covered (see Red Pennant policy wording). Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. Should you wish to make any changes to your confirmed arrangements, you must notify us as soon as possible. Whilst we will endeavour to assist, we cannot guarantee any such requests will be met. Where they can be met, an amendment fee of £20 per booking will be payable together with any costs incurred by ourselves, and any costs or charges incurred or imposed by any of our suppliers. Full details of amendment and cancellation charges can be found in our Essential information.

Type B bookings only

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

Insurance

10. It is a condition of booking with us that you have adequate travel insurance in place. For some Type B bookings if you do not take our own Red Pennant Holiday insurance we may require you to provide details of your alternative insurance cover, the benefits of which must be at least as good as those offered by Red Pennant. Details of the policy we offer are shown elsewhere in this brochure and also in our separate Red Pennant brochure. Premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on your break. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. When purchasing insurance, either by way of our own Red Pennant Holiday insurance or your own personal policy, please ensure that all relevant information has been provided by you (eg. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

Delay

11. (a) For Type A bookings

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

(b) Type B bookings

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

Safety standards

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

Behaviour

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

Advanced booking service

14. (a) The minimum period which may be accepted for any booking with the Advance Booking Service is one night

unless otherwise stated below the site description or where a Type B booking is made. There is no restriction on the maximum number of nights or sites which may be booked but the members making the booking must stay at the site on all nights they have booked.

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

(c) High and low season periods vary for each site and full details are available on our website.

(d) The prices in this brochure and on our website only apply if a site booking is made in advance, through our Contact Centre or website. Bookings not made in advance will be subject to the public prices payable directly to the site. We can only make requests for extra pitch space a minimum of two working days before arrival on site.

Overseas Sites Special Offers

15. Only one offer can be applied per booking and it can only be applied once; unless otherwise stated. The offer will only be applied if you have the required booking conditions such as booking the minimum number of nights within the offer period.

The offer will be applied automatically to your booking where possible. The Caravan Club reserves the right to withdraw these offers at any time. Any amendments made to bookings with special offers may be subject to the standard prices.

Services

16. Unless otherwise stated in the campsite or holiday description, all members must settle any bills directly with the relevant site administration. This could include, but is not limited to, any bills for water or sewage connections, tourist tax, registration fees, Eco tax, rubbish tax and pet charges.

Campsite facilities and activities

17. The brochure and website describe the facilities and activities normally available at each campsite during the main part of the season, which is commonly national holidays and school holidays specific to the countries in this brochure. Please note that facilities and services are generally available depending on the number of people participating. These services will not be offered if there are insufficient numbers. At many sites not all facilities and activities will be operating during the early and late season (e.g. as a result of lack of demand, weather conditions, maintenance and repair, etc) and we cannot be held liable for non-provision of any service. In some cases only a bare minimum of facilities and no activities will be open during the low season.

Child prices

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

Site ratings

19. All the 'star' and category ratings given in this brochure are those granted to the campsites by the authorities of the countries in which they are located. These are not grades awarded by our personnel and in no way represent comparisons with our own sites in the UK.

Complaints procedure

20. Where we are acting as agent under a Type A Booking, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint, this may lead to the amount of compensation you are entitled to being reduced or you may not receive any at all depending upon the circumstances. Any member leaving a campsite early at which they had made an advance reservation without asking us for assistance in solving the problem will not be entitled to a refund of any unused pitch fees under any circumstances.

If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details on our website www.caravanclub.co.uk/overseas. If you require assistance liaising with the supplier, please contact The Club and we will be happy to mediate.

Where you have booked a package holiday, Type B Booking, with us, please inform the relevant supplier immediately and contact us at our Travel Service Department at East Grinstead on 01342 316 101 during office hours or on 01342 336 606 in cases of emergency. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Travel Service Department giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

Your property

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

Brochure/website descriptions

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

Additional booking conditions

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

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

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

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

26. No reduction in prices can be granted to shareholders of the ferry companies utilised. Any ferry offers published in Club publications, or on our website, may be restricted by booking type, date, etc.

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

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

29. The Caravan Code – members are required to adhere to and abide by The Caravan Code as set out in The Caravan Club's UK Sites Directory and Handbook. Parents have responsibility for their children at all times unless placed in the care of a duly authorised person. Particular care should be taken on sites with lakes, swimming pools and children's playgrounds.

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