Terms and Conditions



The aim of Carefree Travel Service (the International Travel division of The Camping and Caravanning Club Ltd) is to provide every member with the holiday and service they expect. We are a member of ABTA and obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the

resolution of disputes arising out of or in connection with a contract with us. Further information on the code and arbitration can be found at www.abta.com

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. We provide this security by way of an ATOL (number 6012) administered by the Civil Aviation Authority and a bond held by ABTA. When you buy an ATOL protected air holiday package or flights from us you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6012.

In the unlikely event of our insolvency, the CAA or ABTA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit www.atol.org.uk and www.abta.com

If you book arrangements other than a package holiday from this brochure, the financial protection referred to above does not apply.

The Camping and Caravanning Club and what we do

We are The Camping and Caravanning Club Limited ("The Club") of Greenfields House, Westwood Way, Coventry CV4 8|H. Our business is to make arrangements with suppliers (ferry operators, campsites, etc) under which they will provide the services which together comprise your holiday. The deposit, which this year is £75 per booking plus Holiday cover premiums and payable at the time of your booking, is our assurance of your serious intent and it is on the basis of this assurance that we make all the booking arrangements on your behalf. A deposit of £100 per week is required for mobile home/chalet holidays and at least £500 per person is required for Worldwide Escorted Tours and £1000 for Worldwide individual holidays, dependent on price of flights. Some companies may charge for the full amount of the ferry/tunnel/flight journey at the time of booking and may not be refundable. The deposit will not be refunded in the event that you decide to cancel your booking. When you have made a booking, we will send you a booking confirmation invoice detailing all aspects of your booking and at that point a contract between you and us will arise. As soon as your booking confirmation is received it is your responsibility to check the details carefully and call us within seven days if there are any errors so that we can rectify them. Regrettably we cannot accept any responsibility for such errors or omissions after this time. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. The Camping and Caravanning Club respects your right to privacy and takes full responsibility for ensuring that proper security measures are in place to protect the information you supply. The Camping and Caravanning Club will not pass information on to any person not responsible for part of your travel arrangements.

Special requests

We will pass on to the supplier concerned any special requests which you have notified to us and which are detailed in your booking confirmation invoice but we cannot guarantee that your requests will be met and we accept no liability to you in respect thereof.

Payment terms

The total charge for the goods and services comprising your holiday will be clearly shown in your booking confirmation invoice. We must receive the balance on your European holiday, which is shown as outstanding, not less than 10 weeks prior to your departure date. The balance due date is 12 weeks prior to departure in the case of Worldwide Escorted Tours and holidays. We will not issue a reminder. In the case of late bookings, where the departure date is less than 10 weeks away when we issue the Booking Confirmation, full payment must be made at the time of booking. In the case of bookings made within 7 days of departure, a late booking fee of £20 will be applied. A £15 site only booking fee will be applied if a member is not booking a ferry or personal or vehicle insurance through Carefree. These fees will apply whether booking while in the UK or abroad. Both fees will apply if booking a site only, 7 days or less before the due date of arrival on site. If any surcharges become applicable (see condition 5) we will send you a revised invoice, to which the foregoing payment terms will apply. If we have not received the outstanding balance by the due date as specified above you will be deemed to have cancelled the holiday and will be liable to us for cancellation charges as described in condition 12. When paying by cheque please allow 7 clear banking days for the cheque to clear, cheques should be made payable to "The Camping and Caravanning Club". Mastercard, Visa and Maestro cards are accepted (Sorry we are unable to accept Electron). Cheques are not accepted for non-refundable

payments which are required by some transport carriers and some other products. Please note that there is a non-refundable credit card transaction fee charged at 1.5% of the total cost of your deposit and holiday for Worldwide Escorted tours and holidays. Payments by Debit card do not attract this fee.

4 What does your holiday price include? Your booking confirmation invoice will detail all the goods and services which we will agree to procure or arrange on your behalf. During your holiday you will inevitably incur additional expenditure in respect of other items. Examples include:

- electricity, water and drainage at the pitch, where available and required (unless stated on the Booking Confirmation that these items are included in the holiday price);
- any other special requests which you have notified to us and which our suppliers are able to make available (unless stated on the Booking Confirmation invoice that these items are included in the holiday price);
- motorway tolls; food and other provisions; items of personal expenditure;
- Continental motoring insurance and personal travel and emergency medical insurance (save where we have agreed to arrange either or both of these policies on your behalf in which case they will be listed on the Booking Confirmation invoice as included in the holiday price).

Price changes

Changes in transportation costs, including the cost of fuel; dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any administration charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means paying more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any administration charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or re-use your policy. Should you decide to cancel for this reason, you must exercise your right to do so by written notice to us within 14 days of the

issue date printed on your final invoice. Should the price of your holiday go down due to 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.

Holiday cover

Where you have asked us to arrange continental motoring insurance and/or personal travel and emergency medical insurance on your behalf the cover will be provided by Europ Assistance of Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN, under the terms and conditions set out in the Holiday cover section of this brochure. All Holiday cover premiums include the Insurance Premium Tax of 20% for personal elements and 6% for vehicle elements. Your Holiday cover policy will be sent to you together with your booking confirmation invoice at the time of booking. If you have a justifiable reason for being dissatisfied with the cover provided by your policy then you may cancel it within 14 days of the date of booking. We will refund your premium in full provided no claims have been made. You will find general details of the Holiday cover within this brochure. If you are not taking our personal insurance cover, please note that providing us with proof of alternative cover that is comparable with our own insurance policy is a condition of booking a pitch, tour, or other accommodation. If you would like more information vou should telephone us on 0845 130 7701 particularly if you feel the Holiday cover may not meet your needs.

Changes to booking by customer You may ask us to change one or more of the details of your holiday booking at any time. If we receive your request at least six weeks prior to your departure date we will attempt to accommodate your request, subject to availability. A minimum administration fee of £10 will be charged for any alteration which requires any of our suppliers to be issued with new instructions. This does not apply to amending vehicle details unless the result of such a change is to increase or reduce the cost of the ferry crossing, other transportation or other elements of your holiday, which we have reserved for you. In this event both the £10 administration fee and the changed transportation costs will be reflected in your revised confirmation invoice.

If we receive your request under 6 weeks prior to your departure date we will also try to accommodate your request. In addition to the fee referred to above, where some component of the price of the holiday is dependent upon the number or characteristics of the persons in the party, any change to those numbers or characteristics will result in the price being recharged on the basis of the new party. In the event that we are unable to accommodate your revised requirements, we reserve the right to treat it as a cancellation and a new booking to which cancellation charges described in Condition 11 apply. If, after departure from your home, you extend the duration of your stay on a site and this takes the nightly rate into a lower price band than the original booking, then no refund will be due.

8 Transfer of booking by customer If you or any member of your party are prevented from proceeding with the holiday you may have it transferred to another person provided:

- we receive written notification of the transfer, full details of the transferor and transferee and payment of £10 to cover associated administrative costs at least 30 days before your departure date;
- the transferee meets any conditions which were applicable to the holiday which you booked (eg regarding eligibility for price discounts); and
- the new party still includes at least one Club member.

Our acceptance of the transfer means that both you, the transferor and the transferee will be jointly and severally liable to us for payment of any balance of the holiday price then out-standing and also for any supplement which our suppliers might impose as a result of the transfer.

Changes to the booking by the Club

We will notify you as soon as reasonably possible in the unlikely event that we have to make major changes to your holiday after the balance due date. A major change is one that involves changing your port of departure/ arrival on either outward or return crossings, changing the time of your departure or return by more than 12 hours, changing your holiday campsite or substituting an alternative stopover or other hotel which is more than 20km from your original choice or is of a lower official standard. In any of these circumstances you will have the option of:

- accepting the revised arrangement as notified to you;
- ii purchasing another available holiday from us;iii cancelling your holiday.

If you decide to purchase another holiday which we offer to you or to cancel outright you must notify us of your decision within 14 days of the date printed on our letter which notified the change. If you choose to accept the revised arrangements or to accept an alternative holiday we will, where we are required to do so under the terms of the Regulations, pay you compensation. If you choose to cancel outright we will refund all monies which you have paid to us and also (where appropriate under the Regulations – a copy of the Regulations is available from Carefree Travel Service), pay you compensation.

Compensation payments do not apply where changes have been forced on us by reason of war or threat of war, riots, civil strife, terrorist act, industrial disputes, nuclear and natural disasters, adverse weather conditions, endemic health risks, unavoidable technical problems to transport or the closure or congestion of ports or similar events beyond our control. Where we are obliged to make major changes to your holiday after it has begun we shall use our best endeavours to provide you with alternative arrangements and, where we are required to do so under the Regulations, compensate you for the difference between the services originally agreed and the services actually provided. Where your holiday destination is outside the UK and where it is impossible for us to make alternative arrangements of reasonable standard we will arrange (if you wish) for you and your party to return as soon as possible to the UK. For all holidays involving ferry travel you are advised to check your homeward arrangements with the ferry operator 24 hours before the scheduled departure of your homeward sailing. In accordance with EU Regulations 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/ transfer. We do this by listing carriers to be used or likely to be used as follows: Air Canada, Air France, Air New Zealand, Air Transat, American Airlines, British Airways, British Midland, Cathay Pacific, Continental Airlines, Delta, Emirates, KLM, Lufthansa, Malaysian Airlines, My Travel, Qantas, SAA, Singapore Airlines, TAP, Teal Air, Thomas Cook Airlines, United Airlines, Virgin Atlantic and Westlet. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

10 Cancellation of booking by the Club We may cancel your holiday if you fail to pay the outstanding balance by the due date (see condition 3) and also in the circumstances stipulated in condition 9. We also reserve the right where necessary to cancel your holiday at any time prior to 10 weeks before your departure date. In this last case we will try to offer you an alternative holiday where this is practicable. We will only cancel your holiday within 10 weeks of your departure date for reasons beyond our control such as those listed in condition 9.

If we cancel your holiday for reasons such as those listed in condition 9 our only liability to you will be to refund promptly all monies previously paid by

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you to us in respect of the holiday. If we cancel for reasons for which we are to blame we will, where required under the Regulations, pay you compensation.

Cancellation of booking by customer You may cancel your holiday booking at any time. Cancellation may be in respect of all or merely one or more members of the party. We will only effect the cancellation upon written or verbal notice by the person who made the booking. To compensate us for the risk that we might not be able to resell all or any part of the cancelled holiday we shall be entitled to impose a charge as shown below:

European Holidays (excluding Iceland and Morocco) – Period before crossing departure / due site arrival date

Date	Cancellation	
	Charge	
Up to and including		
70 days	Equivalent to deposit	
69 to 31 days	25% of cost of holiday	
30 to 16 days	50% of cost of holiday	
15 days to 8 days	75% of cost of holiday	
7 days to day of	100% of cost of holiday	
departure /due site arrival date or after crossing time		
Please note that our offices are closed on		
Saturdays and Sundays		

The 'cost of holiday' for these purposes does not include Holiday cover premiums; these will automatically be forfeited in the event of a cancellation. In the case of amended bookings, the above conditions will apply to the earliest date of either the original booking or the amended booking. Where applicable we shall deduct the cancellation charge from any balance previously paid by you in respect of the cancelled holiday and only refund the balance. Cancellation charges for ferry or eurotunnel bookings that do not make up part of an "Inclusive Holiday" vary from company to company – details are available on request. No refund is obtainable for cancelled theme park tickets.

Worldwide Holidays, Iceland and Morocco

Cancellation charges for airline travel, ferry crossings and certain other services booked in connection with these holidays, may vary from the above and from company to company – these are available on request. If the reason for the cancellation falls within the terms of your Holiday cover policy you may be able to recover the cancellation charge from the Holiday cover company.

12 Customer complaints and problems If you have a complaint about any component of your holiday you should report that complaint immediately to the supplier of the service

concerned. If you are unable to resolve the problem you should contact us using the telephone number which will be provided to you prior to departure and we will use our best endeavours to help you. In the case of campsite complaints, our experience is that such problems are often seen in better perspective after a night's rest on site. We recommend that whenever possible, members should stay at least one night on site before attempting to change site. If a medical or other emergency arises during the holiday please follow the directions or recommendations set out in your Holiday cover policy. If the policy does not apply to the situation which has arisen you may contact us on the telephone number referred to above and we will try to help. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. 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. Your request for arbitration must be received by ABTA within twelve months of the date of 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 can request the Mediation Procedure and we have the option to agree to mediation. Further information on ABTA's assistance in resolving disputes can be found on www.abta.com.

13 Ferries and campsites: Important information

Before your departure we will give you precise details of the times at which you should arrive at the chosen port for your outward and homeward journeys (all ferry departure and arrival times are quoted in local time). Should you fail to do so and miss your sailing we shall have no liability to you. Please remember that the ferry operator is expecting you to travel in the vehicle which you have notified to us prior to the departure date. Should you fail to do so and the ferry operator refuse to allow you to sail or impose any additional charge we shall have no liability to you.

Any special ferry company discounts published by Carefree Travel Service in this brochure or in any other subsequent Club publication will not apply to any shareholder prices in the ferry company concerned, nor can such discounts be applied to any inclusive holiday price quoted. Members booking inclusive holidays must travel on the ferry crossing specifically related to the holiday. Any deviance from the crossing which forms part of the inclusive holiday may render the member liable to extra costs which will be charged by the ferry company at the full public tariff in force at the time and will not be the subject of any Club discounts. The Club has made every effort to ensure that campsite descriptions and all other information in this brochure is accurate and to ensure that information held on file is up-to-date and correct. However, members should be aware that circumstances may change and in particular that campsite managers reserve the right to withdraw or change site facilities at any time. Accordingly, we reserve the right to change any of the services and facilities or other information described or given in this brochure before you enter into a binding contract with us. We will notify you of these changes on your booking confirmation. If campsite managers notify us of important changes after you have booked but before your departure date every effort will be made to ensure that you are informed of them before you travel.

Members are subject to the conditions of carriage of the ferry companies and to the rules of each campsite which are available upon request from our office. Besides their contract with us, Members will have the benefits (and burdens) of the contracts between themselves and the ferry companies and the insurers.

A site reservation is valid from 1500 on the chosen day of arrival until midday on the day of departure unless stated otherwise in our brochure description or other documentation which we issue to you. If you are for any reason unable to reach the site on the booked arrival day you must inform either Carefree or the site directly to avoid automatic cancellation. Some sites close between 1200 and 1500. Most sites operate a curfew after 2200. You will not be allowed onto the camping area between or after these times. Any early departure (before 0700) should be notified to the site management in good time. We will not be liable for any problems which you may encounter through failure to adhere to these times and formalities.

If you wish to prolong or curtail your stay at your chosen campsite after your holiday has begun you must negotiate this directly with the site management. They are not obliged to accommodate your request. Any extra fees due in such cases must be paid directly to the site management. Refunds in the event of curtail-ment are within the discretion of the site management.

Any star ratings afforded to a campsite are a matter between the campsite and its own national or regional regulatory body. Every effort is made to ensure that an objective indication as to the individual appeal of each campsite is given in this brochure. However, members should remember that a campsite which may appeal to an individual during the low season may change in character with the advent of the high season when all amenities may be under the strain of a large influx of people. It is also often the case that some facilities are only available in high season, thereby also affecting the nature and style of the campsite. All these factors should be considered when making your choice of site.

Please remember that any ferry or rail tickets which we obtain for you are valid only for the sailings or train journeys specifically indicated on the tickets. If you wish to prolong or curtail your holiday it will be your responsibility to arrange an alternative homeward sailing and/or train journey directly with the supplier concerned. This condition shall be without prejudice to the provisions of condition 10. The Club will not be responsible for refreshments/meals and overnight accommodation as a result of a delay experienced at the outward or homeward ports of departure. We strongly recommend that the appropriate Carefree Holiday cover is taken out to cover such eventualities.

14 Chalet and mobile home holidays: Important information

Bed linen is rarely provided within the price of the accommodation and is only included if stated within your confirmation invoice. Deposits against breakages and extra cleaning will be required on arrival at each site, full details of which will be shown on your confirmation invoice.

15 Our responsibility for your holiday We accept responsibility for the acts and omissions of our employees, agents and suppliers (provided of course that such acts or omissions are within the scope of or in the course of their employment or duties) and we will, where required under the Regulations, compensate you in the event that the holiday which we are contractually obliged to provide to you is not of a reasonable standard. However, we limit our liability to you in accordance with the following provisions:

- i. We accept no liability where the failures which occur in the performance of the contract:
- a) are the fault of yourself, some other member of your party or some third party unconnected with the provision of the services contracted for;
 or
- b) are due to unusual or unforeseen circumstances beyond the control of the Club, its agents or suppliers and which could not have been avoided even if all due care had been exercised or to an event which the Club, its agents or suppliers could not, even with all due care, have foreseen or forestalled.
- we limit our liability to you in accordance with the provisions of the 1974 Athens Convention on carriage by sea; the 1999 Montreal

Convention on carriage by air; the 1962 Paris Convention on the liability of hotel keepers and the 1961 Berne Convention on carriage by rail;

iii. where we are liable to pay compensation this will be subject to a maximum amount equivalent to twice the cost of your holiday and directly attributable expenses. This maximum applies when you have derived no enjoyment whatsoever from your holiday. In other circumstances we will pay you such lower sum as is reasonable. Taking into account all the circumstances, in particular the extent to which your holiday was affected. This limitation shall not apply where the failure in performance of the contract has resulted in death or personal injury.

Where the cause of failure in the performance of the contract is the acts or omissions of our agents or suppliers our acceptance of liability is subject to you and your party members assigning to us your rights against them and giving us your co-operation in any legal action which we may take against them. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 9. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

127 Excursions Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

O Brochure prices

All prices quoted in this brochure were correct at the time of going to press (June 2011). However, it is possible that by the time you come to book, the cost of your holiday may have increased or decreased eg because the ferry companies have altered their prices. Where this occurs the new prices will be clearly indicated in the Booking Confirmation invoice. Prices in this brochure have been calculated on the exchange rate shown below:

Euro (€)	Euro	1.12
New Zealand	NZ Dollar	2.16
South Africa	SA Rand	12.26

Governing law

All matters arising from this contract shall be governed by English law and the jurisdiction of the English courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so





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Carefree Travel Service



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