

# Carisma Booking Conditions

## 1 Booking Form and Deposit

We accept your booking once we have received a completed booking form and non-refundable deposit or when you have given us verbal details of your requirements along with authorisation to charge your deposit to a credit or debit card account. You the customer, in turn, accept the commitments and conditions detailed herein. We reserve the right to refuse any booking. We will confirm your holiday by sending you a holiday confirmation invoice. Please check this carefully as it sets out what we are promising to provide. If you have any queries at all you must contact us straight away. We regret we cannot accept any liability if we are not notified of any inaccuracies in any documentation within 14 days of sending it out. (5 days for tickets)

## 2 Payment

The non-refundable deposit will be treated as part payment for the total holiday cost and the balance is due 10 weeks before departure. An invoice will be sent indicating the balance payable. If for any reason the balance is not received by the due date, the company reserves the right to treat the booking as cancelled and to levy the appropriate cancellation charges, detailed in clause 6 below. If you wish to pay your balance by credit card, we levy a 1% administration charge.

## 3 Your Contract

For ferry crossings we act only as your agent when making a booking with your chosen ferry company. Your contract for your ferry crossings will therefore be with the Ferry Company and not Carisma Holidays Limited. The contract between you and ourselves is governed by English law. If either of us wish to go to court about any dispute we have about the contract we both agree to only use the courts of England and Wales.

## 4 The Price Of Your Holiday

Whatever happens to the value of the pound the price of your holiday as confirmed to you at the time of your booking will not be subject to any currency surcharges. Unfortunately however, we may have to impose a surcharge if transportation costs and/or the dues, taxes or fees payable for services such as landing tax, embarkation or disembarkation fees increase or other fees increase as a result of government action. Even where our costs increase in this way, we will absorb an amount equivalent to 2% of your holiday price (excluding insurance premiums and any amendment charges) of those increased costs in total. Only if the increased costs exceed 2% will we levy a surcharge. Where a surcharge is payable there will be an administrative charge of £0.50 per person. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and amendment charges) you will be entitled to cancel your holiday and receive a full refund of all monies paid to us except insurance premiums and any amendment charges. You have 14 days from the date of issue printed on the surcharge invoice to tell us if you want to cancel for this reason. Any surcharge must be paid before departure. We promise not to levy a surcharge within 30 days of departure. In return for this commitment on price increases we regret we cannot give refunds if our costs decrease for any reason. We have the right to increase or decrease the price of unsold holidays at any time. The price of your chosen holiday will be confirmed at the time of booking. We also have the right to correct errors in advertised or confirmed prices at any time. We will do so as soon as we become aware of the error.

## 5 Alterations

If after we have accepted your booking you wish to make any alterations you must contact us to see if your request can be accommodated. All alterations must be made in writing and will be subject to an alteration charge of £25 (£35 if the alteration is made within 10 weeks before your holiday is due to start or during your holiday). Cancellation charges made by suppliers will also be levied. If some but not all members of your party wish to cancel, we will charge a standard amendment fee of £25 per person (together with any applicable insurance premiums) instead of cancellation charges. A change in holiday date will be treated as a cancellation. In the unlikely event of your chosen ferry crossing and/or on board accommodation being full, we will book you on the most suitable alternative and advise you on your confirmation invoice.

## 6 Cancellation By You

If you or any member of your party cancel your holiday you must inform us by letter to our Chorleywood address using Recorded Delivery. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time we confirm your booking, cancellation charges as set out below will be payable by you except in the case of cancellation by some but not all party members (see clause 5). These charges will also be payable if you fail to pay the balance of your holiday cost but do not formally notify us of your wish to cancel.

### Period before departure within Cancellation charge as a which notification is received percentage of the total by us holiday cost

More than 72 days before departure Loss of Deposit

29 - 72 days before departure 50%

22 - 28 days before departure 70%

15 - 21 days before departure 90%

14 days or less before departure 100%

## 7 Changes By Us

Occasionally, we have to make changes to the brochure and holiday details both before and after your holiday is confirmed. Whilst we always endeavour to ensure accuracy and avoid changes, we must reserve the right to do so. Most changes are minor. Occasionally we have to make a "significant change". When we refer to "significant changes" in these booking conditions we mean a change made before your departure to your campsite or of a change to your departure time or length of holiday by more than 12 hours or the withdrawal of the only or all the advertised swimming pool(s) at your booked accommodation for the whole of the time you are away. All other changes are treated as "minor" changes. If we have to make a

significant change to your holiday we will inform you as soon as possible and offer you the choice of the following:

- Accepting the changed arrangements or
- Purchasing an alternative holiday from us of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original holiday we will refund the difference but if it is more expensive we will ask you to pay the difference) or
- Cancelling your holiday in which case you will receive a full and quick refund of all monies you have paid to us.

The options of changing to a different holiday or cancelling and receiving a full refund are only available in the event of a "significant change". These options are not available where the change made is a "minor" one.

If we make a significant change 10 weeks or less before departure we will in addition pay you compensation set out below subject to the following exception.

Compensation will not be payable where we are forced to make a change 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 - see clause 9.

### Number of days before departure significant change or cancellation is notified to you

29 - 56 days 5%

15 - 28 days 10%} Exc. Insurance premiums

Less than 14 days 10%}

In all cases our liability to pay you compensation is limited to the compensation payments set out above. We regret that we cannot pay any expenses, costs or losses incurred by you as a result of any change. No compensation is payable for minor changes or where we make a significant change not less than 8 weeks before departure.

## 8 Cancellation By Us

Very occasionally we have to cancel confirmed holidays. As this is usually for reasons outside our control we must reserve the right to do so. However, we promise not to cancel your holiday less than 10 weeks before departure unless you have failed to pay the full cost of your holiday on time or we are forced to do so as a result of circumstances outside our control. In the event of cancellation (which does not result from your failure to make full payment on time) we will offer you the choice of the following options:

(a) purchasing another holiday from us of a similar standard to that originally booked if available (if the alternative holiday is less expensive than the original one we will refund the difference but if the alternative is more expensive we will ask you to pay the difference) or

(b) Cancelling your holiday in which case we will give you a full and quick refund of all monies you have paid to us. If we have to cancel 8 weeks or less before departure we will, in addition to offering you the above options, pay you compensation set out in clause 7 above (Changes by Us) subject to the following exceptions. Compensation will not be payable where

- We are forced to 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
- An insufficient number of people have booked your chosen holiday and we have informed you of our need to cancel for this reason at least 10 weeks before departure.

In all cases our liability to pay you compensation is limited to the payments set out in clause 7. We regret we cannot pay any expenses, losses or costs incurred as a result of any cancellation. No compensation is payable where we cancel more than 10 weeks before departure.

Very rarely circumstances amounting to "force majeure" (see clause 9) may force us to change or terminate your holiday arrangements after departure but before the scheduled end of your holiday. This is extremely unlikely but if this very unusual situation does occur we regret we will not be able 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.

## 9 Force Majeure

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 "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, threat of war, civil strife, industrial dispute, natural or nuclear disaster, fire, terrorist activity, adverse weather conditions and all similar events outside our control.

## 10 Our Responsibility For Your Holiday

(a) The quality of your holiday. We promise that the services that make up your holiday will be provided to a reasonable standard as described in our brochure and with the use of reasonable skill & care. The only exception we make to this promise is where any problems are caused by "force majeure" (see clause 9) for which we regret we cannot accept liability. We also accept responsibility for what our employees, suppliers and subcontractors do or do not do except where personal injury, death or illness is involved. We can only accept responsibility for personal injury, death or illness as set out in clause (b) below. We do, however, limit the amount of compensation we may have to pay under this clause. Except where loss and/or damage to luggage or personal possessions (including money) the maximum amount of compensation we will have to pay you is £30.00 per person affected as you are required to have taken out adequate travel insurance before departure. Please also see clause 10(c) below. (b) Death, personal injury and illness resulting from your holiday arrangements. If any of our employees, suppliers or subcontractors do not provide the services which make up your holiday in the way and to the standard we have promised in our contract with you and death, personal injury or illness of you or any member of your party results we will generally pay you compensation. There are only a few situations where compensation will not be payable. For instance, compensation will not be paid where

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the death, personal injury or illness was the fault of a person who was not involved in providing your holiday, which could not have been foreseen or avoided or where it resulted from "force majeure" (see clause 9 above). Please also see clause (c) below. If you want to make a claim against us under this clause you must comply with the following procedure:

(i) You must notify us of your claim in accordance with the complaints procedure set out in clause 12.

(ii) If any compensation is paid by us or our insurers the person receiving the compensation must transfer to ourselves or our insurers any rights they may have to sue the person(s) responsible for the death, personal injury or illness.

(iii) If we or our insurers decide to sue the person(s) responsible in your place to recover the compensation paid to you, you must be prepared to assist us in doing so.

(c) Limitation of liability for carriers and providers of accommodation. Where you make a claim against us under clause 10(a) or 10(b) above and the whole or any part of that claim relates to services provided by air, sea, rail or road carriers or providers of accommodation, the maximum amount of compensation we will have to pay you for that claim or part of that claim will be the amount specified by the International Convention which covers the services in question. For all claims which result from international carriage, compensation can only be paid in those situations where the carrier concerned would be obliged to pay compensation under the relevant international convention were a claim made against that carrier in that particular situation.

## 11 Association of Bonded Travel Organisers Trust Limited (ABTOT)

As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), Carisma Holidays Ltd has provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with Carisma Holidays Ltd. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

## 12 Complaints

In the unlikely event that you have any reason to complain about your holiday arrangements please immediately inform our local representative and the supplier of the service in question. Until we know about a problem we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return from holiday giving full details of your complaint. We regret we cannot accept any liability for complaints and claims that are not notified to ourselves and our suppliers in accordance with this simple procedure. Past experience has shown that we are normally able to resolve the few complaints we receive amicably.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at Old Exchange House, Marford Road, Wheathampstead, Herts, AL4 8AY or from ABTOT, Tower 42, Old Broad Street, London EC2N 1HG. This scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

## 13 Behaviour and Regulation

You and your party must abide by the rules and regulation of accommodation owners, campsites, ferry, tunnel and other operators. If you or any member of your party fail to observe rules and regulations or behave in such a way as to cause or to be likely to cause (in our opinion) danger, distress or annoyance to anyone or damage to property we are entitled, without prior notice, to terminate the holiday arrangements of the person(s) concerned. In this situation the person(s) concerned will be required to leave their accommodation or campsite or other service. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. If you or any member of your party cause (directly or indirectly) any damage, loss, expense or cost, to ourselves or a third party the whole party will be responsible for paying or reimbursing us for this.

## 14 Conditions of Suppliers

Independent suppliers provide many of the services that make up your holiday arrangements. Those suppliers provide these services in accordance with their own terms and conditions. Some of those terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with International Conventions. Copies of the relevant terms and conditions and conventions are available on request from the supplier or ourselves. Please note it is the requirements and standards of the country in which any of the services that make up your holiday are provided which apply to those services and not those of the UK.

## 15 Delays

You are advised to check with the port authorities from where you are due to depart to find out whether there are likely to be any delays or other problems with your crossing before you set off. We regret we cannot accept any responsibility for any delays in crossings or for any costs (including meals and accommodation) incurred by you as a result of such delays. If you have taken out our holiday insurance you may be able to claim compensation if any delay is longer than 12 hours.

## 16 Facilities and Off-Peak Holidays

Those taking a holiday outside the peak period benefit from very substantial savings. One of the reasons for the attractive off-peak rates is that site owners may not open all facilities normally available in the peak season. Swimming pools are generally open from early in the season but this is at the site owner's discretion as bad weather or other difficulties can make preparation and maintenance of swimming pools impractical. Organised activities and entertainments are often concentrated into the July/August period. If certain facilities are not available on site similar facilities will usually be available in the vicinity. We attempt to describe all the services that make up your holiday arrangements as fully and accurately as possible. However, there may be some facilities advertised in the brochure which cannot always be made available as they are subject to weather conditions, volume of support, time of the year and local laws and regulations. Usually you will not be advised of the withdrawal of facilities prior to departure.

## 17 Resort Services

Whilst in resort you may be able to take part in specialist sporting activities at discount rates negotiated by us. Please take note, these activities are neither run nor controlled in any way by Carisma. They do not form any part of your contract with us even where we suggest particular operators or centres. Accordingly we cannot accept any liability in relation to these specialist activities and clause 10 of our booking conditions will not apply to them.

## 18 Our Reservations Staff

Our reservations staff will always try to give accurate information and price quotations to telephone enquiries. However, we cannot accept responsibility for such information unless it is confirmed by us in writing and signed by a duly authorised member of staff. We will endeavour wherever possible to accommodate special requests but cannot guarantee that these will be met.

Failure to meet a special request will not be a breach of contract on our part.

We regret we cannot accept any booking specified to be conditional on the fulfilment of a particular request. All bookings will be treated as standard bookings subject to the above provisions on special requests.

## 19 Distances

Distance to various local amenities (i.e. the beach) stated in the campsite description are always measured from the closest point on the campsite.

## 20 Parking

Normally you can park your car next to your accommodation. If your family takes two cars it is unlikely that you will be able to park both cars on your pitch. The second car usually has to be left in the car park. Some parcs refuse two cars, while other parcs make a charge when you arrive.

## 21 Lifeguards

Not all parcs have lifeguards on duty and those that do may only be on parc in July & August, or for a limited time during the day. We strongly advise you supervise your children at all times when they are using swimming pools and water chutes. For your own safety we ask that you adhere to the swimming pool regulations.

## 22 Swimwear

French hygiene regulations forbid the wearing of shorts or cut-off jeans in Pools and campsite owners will refuse entry to their swimming pools if swimming trunks (not shorts) are not worn. We therefore advise that customers take traditional trunks with them on holiday.

## 23 Housekeeping Deposit

On arrival you will be asked to pay a deposit of £50 which is refundable providing you leave your accommodation, decking and emplacement as you found it. For security reasons this can only be paid by debit or credit card.

## 24 Arrival Times

Please plan to arrive at the campsite no later than 10.30pm when the gates are locked. Accommodation is available between 4pm & 10pm on the day of arrival to 10am on the day of departure.