

These booking conditions form an integral part of your contract with Motorhome Bookers Limited (hereafter referred to as 'we', 'our') for all holiday components you book with us. Please take the time to read them through carefully as they set out our respective rights and obligations. If anything contained in these booking conditions are unclear, please call our team of consultants for assistance (please see clause 18 below for our contact details).

### 1. Making your Booking

To make a booking, you must complete our booking form which is available on our website ([www.motorhomebookers.com](http://www.motorhomebookers.com)). Our website contains clear instructions on what you will need to do in order to make a booking (by using our price-checker booking tool in each 'Destinations' section). If you require any assistance with using our website, please call us at anytime between 8:00a.m. to 5:00p.m. G.M.T., 9.00 to 18.00 CET., Monday to Friday (please see clause 18 (below) for our contact details).

Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your booking by sending you a booking confirmation and invoice. Please check all documentation (including the booking confirmation and invoice) carefully and contact us immediately if any information which appears on any documentation appears to be incorrect or incomplete as it may not be possible to make changes later.

**Please note that as a travel service provider we are not required by law to provide a 'cooling off' period when you purchase your holiday with us (please see below).**

### 2. Payment

All payments are to be made by credit card, the details of which you will provide to us on the booking form at the time of making your booking.

In order to confirm your booking, a deposit of 10% (minimum £ 75 / €95) must be paid at the time of booking. If your booking form is received within 8 weeks of departure we will require full payment at the time of booking. Please note that we will also require from you a £ 40 booking fee if the total value of your booking is below £ 400 (€50 if below €500 for customers paying in Euro). A binding contract between us comes into existence when we despatch your booking confirmation and invoice to you.

The balance of your holiday price must be received by us not less than 8 weeks prior to departure; this date will be shown on your booking confirmation and invoice. We will deduct the balance of your holiday price 8 weeks prior to the date of departure using your credit card details provided to us on your booking form. If your credit card does not have sufficient credit to pay this amount in full and on time, we reserve the right to treat your booking as cancelled by you. In this case, we will retain your deposit and the cancellation charges as set out in clause 6 below will be payable by you.

On receipt of the total holiday price from you we will send you your travel documents. You have no legal right to any of the travel services included in your contract with us until the full holiday price has been received by us on time.

### 3. The cost of your holiday

Whilst all due care and attention is taken to ensure that the advertised prices on our website are correct, we reserve the right to make changes and correct errors in advertised prices at any time before your holiday is confirmed.

All prices quoted on our website are fixed and we will not change the confirmed price of your holiday unless the change is to reflect any increase (albeit very unlikely) in the cost to us which is due to factors occurring after the making of the contract which are beyond our reasonable control (including without limitation transport

related costs in the destination of your choice, taxes and duties and the costs of certain services such as airport parking fees, new government surcharges and so forth). We will inform you immediately of any increase to the confirmed price which can be at any time up to 20 days before the departure date. You may then cancel your booking with us if you wish and receive a full refund of all monies paid except any processing fees payable by you. Should you decide to cancel your booking for this reason you must exercise your right to do so within 7 days of receiving our notice of the increase to the confirmed price. Please note that we will not change the confirmed price due to fluctuations in currency exchange rates.

We endeavour to include in all prices quoted on our website all dues, taxes or fees that apply. All such surcharges are automatically included in any payments you make to us. However, for motorhomes booked in Australia, the quoted prices may not include Australian Stamp Duty. Also, with some of our rental company suppliers, certain items or services can only be purchased locally when you arrive at your destination and pick up your motorhome. Any services you purchase will then be subject to the local taxes. Please see the 'Important rental info' (otherwise referred to as the 'rental info and conditions') section on our website for each of our supplier companies, which outlines which compulsory local payments (if any) apply in each destination.

### 4. Foreign Currency

If all or part of the payments for your holiday is required to be paid in a currency that is different from that of your country of residence the amount payable is subject to the currency exchange rates that apply at the time the payment is made. Therefore different currency exchange rates may be applicable if payment is made in stages.

### 5. Changes by you

Should you wish to make any changes to your confirmed booking (i.e. with respect to the destination, pick-up / drop-off location or date, the vehicle or rental company) this will be treated as a cancellation and the normal cancellation charges will then apply.

If you wish to make a small change to your confirmed booking outside the 8 weeks before the departure date, and provided we can confirm such a change, we will charge an amendment fee of £35 / €45 per booking component changed. Any necessary external telecommunications costs may also be charged to you in addition to this processing fee.

Please note that no refunds are given for any services booked but not taken. Please also note that travel insurance cover can not be changed or transferred to other people and all insurance premiums are 100% non-refundable.

### 6. Cancellation by you

Should you need to cancel your booking or any of your rental components once it has been confirmed, you should immediately advise us in writing via email or facsimile transmission (please keep proof that it has been sent by way of a print-out), or by recorded delivery post (and confirmed by first class pre-paid post in this case). Your notice of cancellation will only be effective when it is received in writing by us at our offices and the cancellation charges set out below will be applicable from that day. These are percentages of the total costs payable by you excluding any processing fees according to the period before departure within which written notification of cancellation is received by us. Processing fees are non-refundable.

- 56 days or more before booked vehicle pick-up date: loss of deposit
- 55 - 28 days: 40%
- 27 - 6 days: 80%
- Less than 6 days or on or after departure: 100%

Any additional charges passed on to us by suppliers of the services booked by you will be passed on to you and will be added to the above cancellation charges as payable by you.

If you are prevented from travelling due to serious illness or death of you, a close family member or travelling companion, or due to redundancy or jury service, you may transfer your booking to someone else (introduced by you) provided the following requirements are complied with. We must be notified of your transfer request in writing (giving your and your substitute's full details and the reason for the transfer (including any written proof of this reason) not less than two (2) weeks before departure. Your notification to us should be accompanied by any balance which remains due, all vouchers already issued, and such other amounts as we require to meet the costs of making the transfer.

Please note that some suppliers may refuse to accept a name change, or may treat it as a cancellation and re-booking to which a 100% cancellation charge will apply. Some suppliers may also change the flex rate (valid at the time of the original booking) to the one that is valid at the time that the name change is made. You and your substitute will be responsible for covering any such costs where insisted upon by the supplier.

#### **7. Changes and cancellation by us**

It is unlikely we will have to make any changes to your booking after we have confirmed it. However, occasionally, because we prepare all travel arrangements many months in advance, and because we do not own or have any control over the suppliers who will provide your holiday components, we have to make changes to and correct errors on our website and in other details both before and after bookings have been confirmed and we may even need to cancel confirmed bookings.

Whilst we endeavour to avoid changes and cancellations, we must reserve the right to make changes or cancel your travel arrangements in any circumstances and at any time. A change can be classed as 'minor' or 'major'. Most changes are minor and will not result in a dramatic change to the overall travel service we provide and will not negatively affect the overall standard or quality of the holiday booked. We reserve the right to make a minor change and will tell you as soon as possible of such a change being made.

On extremely rare occasions we may have to make a major change before departure, such as a change in the motorhome to a lower category than the one confirmed in your booking. If we have to make a major change to your confirmed booking we will tell you as soon as it is reasonably possible. If there is time to do so before departure, we will offer you the choice to either (a) accept the changes to your booking, or (b) accept the offer of an alternative holiday from us which is of an equivalent or higher standard in which case you will not be asked to pay more than the original holiday booked with us (if the holiday is in fact cheaper than the one originally booked by you, we will refund the price difference). If you do not wish to accept the alternative holiday we specifically offer to you, you may choose any one of our other then available holidays, in which case you will have to pay the applicable price of that holiday. This means paying more if it is more expensive and receiving a refund if it is cheaper. We will also offer you the option of cancelling the holiday without charge and in which case you will receive a full refund of all monies you have paid to us and where appropriate any reasonable proven costs and expenses which you may incur as a result of a cancellation by us.

If we have to cancel your booking we will give you a full refund and pay you where compensation is due, reasonable compensation depending on the circumstances and when the major change or cancellation was notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices will be accepted where we were

forced to make a change or cancel as a result of unusual and/or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care and attention on our part.

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) or if the change made is a minor one. A minor change is any change which, taking into account the information you have given to us at the time of booking or which we can reasonably be expected to know as a tour operator, we would not reasonably expect to have a significant effect on your confirmed holiday booking.

Very rarely, we may be forced by a "force majeure" event (see clause 8) to change or terminate your holiday. This is extremely unlikely but if the situation does occur we regret that we will be unable to make any refunds (unless we receive any refunds from our suppliers) or pay you any compensation or be responsible for any costs or expenses incurred by you as a result.

#### **8. Force Majeure**

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 suffer any damage or loss as a result of a "force majeure" event. In these booking conditions "force majeure" includes (without limitation) war, threat of war, riot, civil unrest, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other events which we or the supplier of the service (s) in question could not, even with all due care, foresee or avoid.

#### **9. Website Accuracy**

Please note that the information and prices contained in our website may have changed by the time you come to book your holiday with us. Whilst every effort is made to ensure the accuracy of our website, regrettably errors do occasionally occur. You must therefore carefully check the details and the price of your holiday with the details provided on your booking confirmation and invoice. As a travel service provider we take responsibility for the content contained in our website. We make every effort to ensure the information we receive from third parties such as our motorhome rental company suppliers is both complete and transferred with accuracy on our website. However, we do not take responsibility for the accuracy of such information nor can we notify you each time such information is updated or changed by the relevant suppliers. However, we will endeavour to inform you of any changes that are relevant to your booking of which we are notified before we confirm your booking.

#### **10. Hotel Accommodation (USA & Canada)**

For motorhome rental in the U.S.A. and Canada you are required to spend the first night of your stay in a hotel, motel or other form of accommodation other than your hired motorhome. Although this is not a requirement in Australia and New Zealand we recommend that you do the same in those destinations too.

#### **11. Special Requests**

Should you have any special requests, you must advise us at the time of booking and clearly note it on your online booking form. We will endeavour to pass any reasonable requests on to the relevant supplier company concerned. However, as there can be no guarantees that the suppliers will accept these request they do not form a component of your holiday contract with us

#### **12. Our Liability**

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded

from these booking conditions. However nothing in these booking conditions excludes or limits our liability for death or personal injury caused by our negligence; or for any matter which it would be illegal for us to exclude or attempt to exclude our liability for.

### 13. Your Responsibilities

You are responsible for ensuring that your flight arrival and departure times allow for the pick-up, drop-off and transfer times (where a transfer is provided) as set by the motorhome rental company with which we book your holiday.

If for any reason your flight is likely to arrive later than the date or time recorded in your motorhome booking confirmation you are required to inform the rental company of this change as soon as you become aware of it. We will not be responsible for any costs or problems you may incur with the rental company as a result of delays caused by flights or other means of transportation. If a change is made to your flights well in advance of the departure date you can pass this information on to us and we will inform the rental company for you. You will be responsible for any processing fees or other charges incurred as a result of such changes to your booking.

### 14. Complaints / Feedback

We welcome any feedback you wish to give us with regards to our service or that of our motorhome rental company suppliers.

In the unlikely event that you have any reason to complain or experience any problems whilst on holiday, please use the number (s) provided in your travel documents to inform the relevant rental company immediately so that they can try to rectify the problem. If for some reason you are not able to reach them after several attempts or if the complaint or problem is not resolved to your satisfaction straight away, you can contact our office and we will endeavour to provide assistance as soon as possible. In such cases please take into account any time differences.

In the unlikely event that your problem cannot be resolved locally please write to us (see contact details below) within 28 days of your return to your country, providing your full name, booking reference number, full details of your complaint together with any other relevant information. This will allow us to address your concerns promptly. If you fail to contact us within this time frame we will have been deprived the opportunity to investigate and rectify the problem and this may affect your rights to compensation under this contract. It is highly unlikely that you will have any complaint that cannot be settled amicably either with us or locally with the relevant rental company.

### 15. Passports, Visas & Health Requirements

You are solely responsible for abiding by all rules that apply in conjunction with your holiday. You are liable for any negative incidents that occur where you have not acted in line with these rules or in a way which causes offence or danger to other holidaymakers and / or their property.

We assume that you have received all necessary childhood immunisation. You are advised to check with the local consular office or embassy of the country you wish to visit in order to ensure you have the required immunisation(s).

We have provided a section for each of our rental company suppliers on our website which outlines the rental information and the terms and conditions as stipulated by each supplier. This information is provided for anyone who is unaffected by any super-national or criminal circumstances or status issues involving themselves which could create difficulties when travelling to other countries. Such circumstances include dual-citizenship, state-less status, any questionable previous entries in a passport, refugee I. D., and so forth. If any of these circumstances apply to you, you

must inform us of these in writing as soon as possible, preferably at the time of making your booking. If you do not provide us with any relevant information we will not be able to help you properly with your booking and we will not be responsible for any consequence flowing from your failure to notify us of your circumstances. You are obliged to inform us of your citizenship without hesitation.

If there are any alterations to these terms and conditions we will inform you of the same before or at the same time we send to you your booking confirmation and invoice.

You are responsible for ensuring that you satisfy any applicable requirements of entering your destination and that you are in possession of all necessary travel and health documentation before departure (which would include your passport, visa etc). If we suffer any loss or expense due to such a failure on your part you will be obliged to reimburse us. We will endeavour to assist you by notifying you of any relevant conditions that apply to you, but then it is your sole responsibility to ensure that you adhere to these, unless we (in exceptional circumstances) have promised to obtain any necessary visas, certification, etc for you. In which case we would be responsible for obtaining these on your behalf. However, we will not be responsible for any late arrivals of such documentation, unless any such delay is caused by us.

If you experience difficulties as a result of not being able to fulfil any of the rules or conditions mentioned above, such that your participation in the holiday is either inhibited or limited in any way, you still do not have the right to cancel or change your booking without charges being incurred by you (unless the same is due to our fault).

### 16. Pre-Travel Advice

Your country's travel advice office may have issued information about your holiday destination. For example, if you are resident in the U.K. this information can be found on the website for the Foreign & Commonwealth Travel Advice Unit: [www.fco.gov.uk](http://www.fco.gov.uk). We recommend you get in touch with the relevant office in your country of residence before travelling if you have any concerns.

### 17. The Holiday Contract

These booking conditions are an important component of your contract with us. Any matters relating to the contract are governed by English law and are subject to the sole jurisdiction of the courts of England and Wales. Please note that certain differences may exist between our booking conditions and those of the rental company suppliers. The 'Important rental info' which includes the rental company's terms and conditions can be viewed for each of our rental company suppliers by clicking on the 'Important rental info' link (otherwise referred to as the 'rental info & conditions') located in the section provided for each company on our website.

### 18. Contact Details

Ph: +44 (0)20 7193 2873  
Email: [info@motorhomebookers.com](mailto:info@motorhomebookers.com)

#### Head office:

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