

# Terms & Conditions

Please read these and the tour brochure carefully as they form the contract for your holiday provided by Crossings Motorhome Tours Ltd.

## Section 1: Financial Protection

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Crossings Motorhome Tours Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Crossings Motorhome Tours Ltd.

## Section 2: Deposit and Balance Payments

We have limited numbers of places, and these are allocated on a first-come first-serve basis. We will require a deposit to secure your place on the tour and this forms part of your payment for the tour. **The deposit is non-refundable** except in the circumstances under Section 5, where we cancel the holiday.

The full balance will be payable no later than ten weeks prior to the departure date. The amount shown on the invoice should be paid and if it is not received by the due date we reserve the right to cancel all arrangements and retain your deposit. Bookings for our tours, in most cases, close ten weeks before departure. In some circumstances it may be possible to accept a late booking, in which case, the full balance will be due.

## Section 3: Insurance

It is a condition of booking that all passengers must have adequate travel insurance. By booking the holiday you are confirming that you have made the necessary arrangements for personal travel insurance for yourself and anyone in your party. We strongly recommend that you take out insurance when you book to cover you for all eventualities. You are also confirming that your vehicle insurance is adequate for the countries that you will be visiting and for the period of time you are on the continent. You are responsible for bringing the appropriate documentation with you which will include the V5, MOT and insurance documents.

European Breakdown Insurance is also a compulsory requirement and by booking you are confirming that you have made the necessary arrangements. In the event of a vehicle breakdown, no refunds will be offered for holiday curtailment, or missed days. Similarly, no compensation will be paid for additional costs met as a result of a mechanical breakdown of your motorhome.

## Section 4: Cancellation by you

If you or anyone in your party wishes to cancel your booking, you must advise us in writing. Cancellations will be actioned from the date that they are received. We will acknowledge receipt and the following cancellation charges will be applied:

56 days or more - Loss of Deposit

31 to 55 days - 50% of Holiday Cost

Up to 30 days- 100% of Holiday Cost

For the avoidance of doubt, where you cancel the tour or any reason, **the deposit is non-refundable**. You should claim from your travel insurance policy if the cancellation falls within their terms. We will provide written confirmation of cancellation on request.

## Section 5: Cancellation by us

We require a minimum number of motorhomes in order to run our tours. Typically this is five vans, which is much less than other operators and therefore reduces the risk of your holiday being cancelled. In the unlikely event that we do not have enough people, you will receive a 100% refund. You may choose to take up a place on another tour instead subject to availability.

In the unlikely event that we cancel a tour due to our tour leaders not being able to lead the tour (e.g. health reasons, family bereavement), again you will receive a 100% refund. You may choose to take up a place on another tour instead subject to availability.

In any case, where we cancel a tour we will not be held responsible for any consequential losses, for example, if you pre-book a visit to a tourist attraction during your tour that you then have to cancel.

In most cases you will be informed at least six weeks prior to departure if the tour is cancelled.

## Section 6: The Itinerary

Please note that the itinerary shown on our website and in the brochure

should be taken as a guide. Whereas we attempt to follow the stated route and stay at or near the stated location, there may sometimes be variations. We inform you of who your tour leaders will be well in advance of the tour (typically before you book), but we reserve the right to change tour leaders at any time and for any reason. This could happen during a tour, for example, if your tour leaders got ill.

Mileages and travel times quoted on the website and in the brochure are approximate and should only be taken as a rough guide.

All UK channel ferry crossings are scheduled (fixed departure times) but do use P&O Flexi tickets, which allow changes to be made to the outward and return journeys. This may incur an additional cost and is subject to P&O Terms and Conditions. Please see their website for full details. If you do change crossing times, please ensure that you can arrive at the campsite at the appropriate time as Section 8 applies.

On some tours, additional ferry or bridge crossing charges are incurred at your own expense. We will always make you aware of these before you book. On some tours, we may use a different crossing as standard (e.g. Spain). Again we will always make this clear before you book.

We will stay on campsites with electric hook-up whenever possible. The quality of campsites varies around Europe. Most are of a similar standard to those in the UK, with similar facilities and pitch sizes. We do use some city centre campsites, which are urban and may have smaller pitch sizes or limited facilities. By booking, you accept that there is no guarantee of a minimum campsite standard although we try to use campsites that in the UK would be considered to be 3, 4 or 5 star. Similarly you accept that there is no guarantee that particular services will be available from campsites e.g. wifi, satellite reception etc.

All campsites are pre-booked in advance of the tour departure date. Therefore this aspect of the tour is fixed and we are not able to offer alternative campsites at any point. If you choose not to, or are unable to stay on the booked campsite for whatever reason, you are responsible for organising this yourself and you do so at your own expense. We will not be contractually responsible for you in this scenario.

Please note that the nature of our tours is that we do not bundle in lots of excursions. You only pay for what you choose to visit during your tour. These are classed as personal excursions and not organised by us. Therefore, you are entering into a separate contract with that provider and we will not be held responsible for any issues relating to that transaction.

There may be occasions when particular tourist attractions or places of interest in the suggested itineraries are inaccessible on the days we visit. We will not be held responsible for these and no compensation will be offered. By booking you are accepting that you understand exactly what is and is not included in the price. Please read the brochures and itineraries carefully. All our tours include ferry crossings within the quoted price. The notable exclusions are that, in common with other tour operators, we do **not** include: road, bridge or tunnel tolls, vignettes or local tax, fuel, drink, food, entrance fees, excursions, laundry or parking charges.

If you leave the tour early for whatever reason, our contractual responsibility to you ends at that point. If you leave the tour part way through we would only allow you to rejoin the group under exceptional circumstances e.g. vehicle breakdown, medical issue. For the avoidance of doubt, this means that you cannot pick and choose which parts of the tour you follow. In all cases, where you have left the tour, we are not contractually responsible for you during the period that you are not following the tour.

Group meals and drinks receptions take place on a stated date. If you miss them for any reason, no alternative will be offered and no refunds will be payable.

## Section 7: Pricing

Prices quoted are for one motorhome plus two people. Supplements apply for extra people travelling in the same motorhome. These vary depending on the trip. There are other supplements e.g. for pets, or for taking alternative ferry crossings other than the ferry crossings shown in the tour itinerary. Please check each tour itinerary before booking where the supplements are clearly stated.

Please note that we have to apply a supplement for motorhomes that exceed certain height or width limits. This is mainly due to the prices charged by the ferry companies we use and it varies between company. Please check each tour itinerary before booking where the supplements

are clearly stated.

We reserve the right to change our prices at any time. Current pricing is shown on the website and in the brochures. We will not change the price after you have booked and paid your deposit.

## Section 8: Your responsibility

The contract is made between us and the 'lead name' on the booking form. Where there is more than one person travelling, the lead name assumes responsibility for themselves and everyone in their party. **Booking onto an escorted tour does not remove you from legal and contractual responsibility to other parties**, including for example, national laws, driving regulations and tolling regulations. If you contravene any regulations, you are entirely responsible for the consequences.

You must complete the booking form fully and accurately. These details will be shown on your invoice and it is your responsibility to check that it is all correct. This includes checking that the names, initials and titles shown on the confirmation invoice match exactly with names as they appear in the passports of the people who are travelling.

You must also check vehicle details including length and height details. You must also check the travel dates. You must contact us immediately to advise us of any discrepancies. We reserve the right to charge an administrative fee for any amendments. Crossings Motorhome Tours Ltd will not be responsible for any costs or issues relating to incorrectly supplied information.

We ask for information regarding special dietary requirements and mobility issues on our booking form. It is your responsibility to complete this honestly and accurately. We will not be liable or responsible in any way if you do not inform us of any special requirements.

It is your responsibility to arrive on time for your ferry crossings and to arrive at each campsite at night before the gates close. If you are late you may miss your ferry or not be allowed on site. We will not be held responsible in these cases. If you know you are going to be late for whatever reason, you should let us know as soon as possible and we will try to help with alternative arrangements. Any charges incurred may be passed on to you, for example, if the ferry company make a charge for taking a later ferry.

You are responsible for making sure that you have valid travel documentation for everyone in your party and your vehicle including valid driving licence, MOT, V5, motorhome and personal insurance documents and passports.

If you are travelling on a tour that takes dogs, it is entirely your responsibility to ensure that you are part of the Pet Travel Scheme and that you have all the necessary paperwork for your dogs.

You are responsible for adhering to the laws of the countries we visit, including the driving regulations. Whereas we will provide guidance on this, we will not be held responsible for any breach of the law perpetrated by you or anyone in your party.

You are entirely responsible for ensuring that you have the correct vignettes (tax discs) and other tolling devices (e.g. GoBoxes) for the countries that you will be visiting. Whereas we can advise on these, it remains your responsibility to ensure you have done it correctly and adhered to all of the requirements for each country. If you do not do this you may be fined. You are responsible for the behaviour of everyone in your party, including pets. Where your behaviour is detrimental to other tour members, or other users of shared facilities, we reserve the right to ask you to leave the tour. In this case, no refunds will be payable and you will be responsible for making your own way home.

Pitches are allocated on a fair basis over the period of the tour. You accept that you will not always get your first choice of pitch. You accept that there will be occasions when your pitch will be allocated to you by the tour leaders or the campsite management. You agree not to leave campsites early in order to arrive at the next campsite before your tour leaders and/or the rest of the group. Where you do not adhere to this, this will be considered as behaviour that is detrimental to the group and the above clause will apply.

The price you pay is for up to two people travelling in your motorhome. You must inform us if you bring additional passengers for all or part of the tour. In all cases, a supplement will be payable so please check with us before booking.

You agree that you will not invite anyone to 'tag along' for all or part of the



tour in their own motorhome. Similarly you agree that you will not provide the itinerary to someone who is not on the tour, therefore enabling them to tag along. If you do this, you will be asked to leave the tour. In this case, no refunds will be payable and you will be responsible for making your own way home. In addition, you may be liable for any loss of earnings on our part. Similarly, you also agree that you will not make the itinerary available in any format before, during or after the tour, for example, on motorhome forums. If you do, you may be liable for our loss of earnings.

If you arrive on tour with additional pets or passengers that you have not declared on your booking form, they may not be able to join the tour without paying the appropriate supplement. In some cases, e.g. where the tour is not a dog-friendly tour, you will not be allowed to bring the dog with you.

We ask for the dimensions of your motorhome when booking. If these are incorrect and exceed our maximum limits, you will be charged a supplement to cover additional ferry costs.

We do not accept any form of towed vehicle so if you arrive at the port with one, you will not be able to join the tour with it. In this event, no refunds will be payable.

## Section 9: Force Majeure

We cannot accept liability or pay compensation for significant changes, cancellation or failure to perform any part of the contract which is beyond our or our suppliers control and which we could not even with all due care foresee or avoid. Such events include war, threat of war, terrorist activity, threat of terrorist activity, riot, civil disobedience or strife, strikes, natural or industrial disaster, medical epidemics or pandemics, fire, adverse weather conditions, flooding and all similar events outside our control.

Similarly, if the official government agencies of any country on your tour advise against travel, or if the Foreign and Commonwealth Office (FCO) advise against travel then this is beyond our control and we are not liable to pay refunds. In this scenario we would offer to transfer monies paid onto an alternative tour either in the same year or the following year.

## Section 10: Complaints

If you have any complaints, please raise them immediately with the tour guide. They will make every effort to sort it out there and then. If you are not satisfied you should make your complaint in writing to us at our registered address.

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim.

By booking a tour you accept that any legal implications or action will be taken in accordance with English Law.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the cost of your tour.

## Section 11: Personal information and Data Protection

All information collected by us will only be used for the purposes of booking the tour, except that from time to time we may contact you with information and offers relating to other tours or services offered by us. You can opt out of the latter at any time.

We adhere to the principals of the Data Protection Act and we will not pass on or sell your information to any third parties.

Personal Information will, as a matter of necessity, be supplied to ferry companies and campsite owners who will have their own data protection policies.

Although you are travelling with a group, you will still be required to prove your identity, usually by showing your passport. For example, many European countries have laws that require all campsites to record the names and passport numbers of all visitors. Failure to do so may result in you not being able to stay on the site.

## Section 12: Acceptance of Terms

If you are unable to accept any of these terms and conditions then we regret that you will not be able to book a tour. When you book a tour you are accepting these terms and conditions so please make sure you have read them carefully. If in any doubt about anything in these Terms and Conditions or on the website or in the brochure, please contact us before booking.