

Conditions of hire

YOUR CONTRACT IS WITH IAN MEARNS HOLIDAYS LIMITED, a member of ABTA.

1. Your holiday contract

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. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are 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. We reserve the right to refuse any booking.

2. Your financial protection

We are a member of ABTA, which provides for your protection in the event of our insolvency.

3. Booking and paying for your holiday

To book your holiday we require a deposit of £120 plus your insurance premium or, if it is 10 weeks or less before you go, the full cost of your holiday. You must also complete and return the booking form. Only those persons stated on the booking form are entitled to occupy the tent or mobile home. Once we have received your booking form and deposit (or full payment if within 10 weeks of departure) and all your requirements have been confirmed, we will issue an invoice confirming the holiday details and price. Please check your invoice carefully and call us if you have any queries.

The balance of the price of your holiday must be paid at least 8 weeks before your departure date. If the deposit and/or balance are not paid in time, we shall cancel your holiday. If the balance is not paid in time, we shall retain your deposit. We make a surcharge of 2% on the balance of your holiday if you pay by credit card. There is no surcharge if you pay by debit card, Maestro or Delta.

The price of your holiday was calculated using exchange rates on 31st October 2005 in relation to the following currencies: Euro 1.4753.

The price of your holiday can be varied due to changes in transportation costs such as fuel. In addition, government action such as changes in VAT or any other Government imposed changes.

In the case of any relevant variation, we will absorb or retain 2% of the price of your holiday, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged or re-paid. In either case, there will be an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your holiday, this will be treated as a major change (please see section 6).

4. If you change your booking

If, after our confirmation invoice has been issued, you wish to change your holiday in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25 and any further cost we incur in making this alteration. Insurance premiums are not transferable.

Changes less than 8 weeks before departure

You will be asked to pay an administration charge of £30 and any further cost we incur in making this alteration. Where holiday dates are changed by two weeks or more, or where holiday duration is shortened, cancellation charges will apply. Your revised holiday will be treated as a new booking. We are unable to accept changes within two weeks of departure or after tickets have been issued.

Adding hotels to your booking

Hotels added after we have confirmed your holiday within 56 days of departure will be subject to an administration fee of £12. We are unable to add hotels within two weeks of departure.

Alterations whilst on site

Changes made at your request during your holiday are subject to availability and an administration charge of £30. You will be required to pay any extra costs for accommodation or facilities not pre-booked and/or any increased transport costs as appropriate.

5. If you cancel your holiday

You, or any member of your party, may cancel your holiday at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges up to the maximum shown below:

Period of notice before departure	Cancellation charge (as a % of total holiday cost)
More than 56 days	Loss of deposit
28-56 days	40%
14-27 days	70%
Less than 14 days	100%

Total holiday cost excludes insurance premiums, damage waiver, amendment charges and Irish ferry deposits.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. If we change or cancel your holiday

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. Please note that carriers such as Ferry Operators used in the brochure may be subject to change. Such a change is deemed a minor change. Other examples of minor changes include alteration of your crossings by less than 12 hours, change of accommodation to another of the same or higher standard.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, booking another holiday from our brochure if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. A major change includes a change of campsite, lowering the standard of your accommodation where the stay was for a minimum of three nights, a change of departure time by more than 12 hours. In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below:

Period of notice before departure	Compensation per party (as a % of total holiday cost excluding insurance premiums and amendment charges)	
	If you take your holiday	If you cancel
More than 56 days	Nil	Nil
28-56 days	10%	5%
14-27 days	15%	10%
Less than 14 days	20%	10%

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your holiday in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

7. Campsite rules and facilities

We want all our customers to have an enjoyable holiday but you are responsible for your actions and the effect these may have on others. You must abide by the campsite rules and regulations and take reasonable care of our accommodation and equipment. We reserve the right to seek damages from you if our property is wilfully damaged. If your behaviour is found to cause distress to other customers or anyone else, or you wilfully cause damage, you may be asked to leave the campsite. In such circumstances, we will not be liable for reimbursing your holiday cost or contributing to any expenses you may incur in making alternative arrangements.

It is the campsite and not Ian Mearns Holidays who is responsible for the management, safety, maintenance and upkeep of campsite facilities. Please ensure that you are satisfied with the quality standards of any equipment or facilities that you may use during your holiday.

8. Brochure information/low season holidays

Every effort is made to ensure the accuracy of this brochure and our holiday guides. The information was to the best of our working knowledge correct at the time of going to press. However, the provision of campsite facilities is the responsibility of the campsite management and may be withdrawn or altered for reasons outside our control during your holiday.

If you are travelling on a low season holiday, you should be aware that the provision of some facilities may be restricted. Most high season facilities will be open from 14th July-24th August.

9. Your journey

It is your responsibility to allow sufficient time for journeys to campsites, ferry ports, hotels etc. Many campsites close at 10pm and some hotels close at 11pm. You are required to leave your tent or mobile home accommodation by 10am on the morning of departure.

10. Special requests

Although we do our best to comply with special requests concerning the position of tents and mobile homes, we cannot guarantee this and cannot accept a booking on such conditions.

11. If you have a complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Ian Mearns Holidays, Tannery Yard, Witney Street, Burford, Oxon OX18 4DP giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you.

It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative immediately and complete a report form whilst in resort.

If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

12. What happens to complaints

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators.

The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £15,000 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.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit, arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

13. Our liability to you

(i) We accept responsibility for supplying holidays of a reasonable standard. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers save where these acts lead to death, injury or illness, except as provided below. Our liability is limited to three times the cost of the travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees, our agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of, their employment in the provision of your holiday. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under clause 1 above.

(iii) In respect of travel by sea and rail, and the provision of accommodation, our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions from our offices at Ian Mearns Holidays, Tannery Yard, Witney Street, Burford, Oxon OX18 4DP telephone 01993 822655

14. Personal injury unconnected with your booked holiday

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity that does not form part of your package holiday or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

15. Conditions of carriage

The contractual terms of the companies that provide the transportation for your holiday will apply to this contract. These may contain terms which affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the carriers mentioned herein or any carrier whose services are used in the course of your holiday.

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