

Terms and conditions of booking

BASIC BOOKING CONDITIONS

Please read these conditions carefully. They set out the basis on which your holiday booking is arranged.

We Gurnard Pines Holdings Limited (company number 3471816), trading as Gurnard Pines Resort, Conference and Leisure Club or as Gurnard Pines, provide you accommodation and act as tour operator when you purchase ferry travel as package with your booking. Gurnard Pines Holdings Limited undertakes to ensure it meets the requirements of the Tour Operators Margin Scheme and the Package Travel Regulations 1992, including having in place sufficient protection for customer's monies when paid as part of a package organised by Gurnard Pines Holdings Limited.

Our "Basic Booking Conditions" do not include our cancellation scheme and you will not be protected from your liability for up to 100% of your holiday cost. You will not be entitled to any monetary refunds in the event of cancellation of your holiday.

Our "Standard Booking Conditions" offer a cancellation scheme and are shown below in clauses 25 to 28 of these conditions – you are advised to upgrade to gain this protection and peace of mind.

Your contract is with Gurnard Pines Holdings Limited. In making a booking, you warrant that you are at least 18 years of age and have the authority to accept and do accept on behalf of your entire party the terms and conditions set out below.

Holidays at Gurnard Pines are intended for the family, couples or groups of friends. We reserve the right, at our discretion, not to accept bookings from groups of predominantly the same sex or aged under 25 years (please see clauses 11 to 14).

In these booking conditions "you" and "your" refers to the person who makes the booking; "we", "us" and "our" refers to Gurnard Pines Holdings Limited; "holiday party" refers to those persons named on the booking and any person added at a later date; the "resort" means the property where the holiday will take place; "accommodation" means the unit in which you and your party will reside for the period as stated on the holiday contract.

1. Terms. All terms are either per week or per short break for the accommodation as equipped and described. The check-in time is 4pm (subject to unavoidable delays). The check-out time is 10am. If you do not arrive by 9am on the day after your booked arrival, unless we have received prior notification, your booking will be cancelled without refund (please see clause 6) and may be resold by us. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay. Prices include VAT (where applicable) at the rates applicable at the time of printing and are subject to change if the rates or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

We reserve the right to alter the prices in our brochure or on the website, which may go up or down. We will advise you of the current price at the time of booking. The terms and conditions for bookings may change from time to time. Please check at the time of booking.

2. Making a booking. All offers and bookings are subject to availability. A binding contract comes into existence between you and us once we have received your deposit and we have issued a holiday confirmation and/or confirmed your booking has been accepted by e-mail, online, telephone, SMS text, fax or in person.

You must check your holiday confirmation as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document appears to be inaccurate in any way, you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any document within 10 days of our sending it out (5 days for travel tickets/details and car/cycle hire).

The contract shall be between you and us or other services providers and be subject to English Law and the non-exclusive jurisdiction of the Courts of England and Wales.

3. Number in your party. The total number in your party must not exceed the capacity of the accommodation as advertised by us. Up to 2 babies under 2 are not counted as members of your party when you hire cot/s from us; in the event you do not they shall be counted.

4. Payment. When you book your must pay the applicable deposit requested. The deposit is £80 per Holiday Home per booking.

If you choose to purchase our Cancellation Plan, we will use part of this deposit to pay the premium. This means you do not need to pay us an additional amount at the time of booking to cover your upgrade to our "Standard Booking Conditions".

If you do not wish to take out our Cancellation Plan, you must opt out when making your online or telephone booking.

Your balance is due and payable by the date printed on your holiday confirmation (8 weeks before your holiday start date). For bookings made within 8 weeks of your holiday start date you pay the full amount when you make the booking.

If the deposit and/or balance is not paid on time, we may cancel your booking without refund. Reminder letters will not be sent.

Payments made by credit card are currently subject to a charge of 1.8%. At present, there is no charge for debit card payments.

5. Changes by you. Once a booking has been confirmed by us to you, should you require it to be amended or re-invoiced for any reason (including for example accidental loss of the original invoice) then, if we accept the change, a fee of £25.00 will be charged together with any costs of charges imposed by other service providers. Up to 8 weeks before the holiday start date you may change your accommodation to another one or within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you pay the administration fee of £25.00 and any outstanding balance. Any changes within 8 weeks of arrival will be treated as a cancellation (see clause 6 below).

Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

6. Cancellation by you. Telephone us immediately if you have to cancel and on the same day send us written confirmation by recorded delivery quoting your booking reference. Your cancellation is effective from the date we receive your written confirmation from you, which will be acknowledged.

If you cancel, the following charges will be payable by you to us, which we will administer (this may not apply if you purchase the Cancellation Plan scheme set out in clause 26 below):

Period before schedule arrival date within which written cancellation notification is received	Cancellation charge as a % of total accommodation costs (excluding Cancellation Plan, administration fees, ferry travel and credit card charges which are all non-refundable)
More than 56 days	Loss of deposit*
43-56 days	50%+
29-42 days	70%+
8-28 days	90%+
7 days or under	100%

*If you book under a low deposit promotional offer, you will be responsible for payment of the difference between the amount paid and the standard deposit (see clause 4).

+Please note: The cancellation charge applicable will be equal to the loss of deposit or the percentages shown, whichever is higher.

If you are due a refund as a result of cancellation, this will be by credit note only, valid for use within the same calendar year and issued within 30 days of receipt of your written confirmation. No monetary alternative is offered under any circumstances.

Payments made with vouchers, credit notes or transfer notes will not be refunded.

For early bookings for 2010, we GUARANTEE an unconditional monetary refund of the money you have paid for your booking if, on or before 20 January 2010, you have to cancel (for any reason) any holiday booked to be taken from 26 March 2010 onwards.

7. Linen, Towels, Keys and Passes. Except for cots, one set of bed linen is provided on all bookings. This will be duvets and sheets. Please take bed linen for cots with you as required. One towel pack is included per person in Plus accommodation but changes of towels are subject to an additional charge. Towels are not provided in other accommodation but can be hired for a supplement. You will be asked for a key deposit if you require a second set of keys. If you loose the keys to your accommodation, a lock replacement will be required and is charged at £45.00 per accommodation unit.

For every member of your party, temporary leisure club membership is included allowing use of the swimming pools, gym & tennis courts up to 5pm, and indoor soft play area. This pass must be presented when requested. The cost of these passes is based on the capacity of your accommodation and is included in your holiday price. Go Active Passes are subject to an additional charge and are for the use of certain additional sports and leisure activities which carry an additional charge as shown in our brochure and website. All passes are issued at Reception on arrival and should be kept safe as there is a charge for replacing lost passes, including Leisure Club Passes.

8. Cancellation by us. Very occasionally, in circumstances of "force majeure" as defined in clause 16, we may have to cancel your

booking. We will tell you as soon as possible, and offer you an alternative or a full refund. We regret we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change.

9. Brochure and Website accuracy. We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website; however information and prices may have changed by the time you book. There may be small differences between the actual accommodation and facilities and its description, as we are always looking for ways to make improvements. We cannot accept responsibility for any inaccurate, incomplete or misleading information about facilities and/or services, except in the case of negligence by us. We will use our best endeavours to notify you of any changes to, or inaccuracies in any information contained in our brochure or on our website as soon as reasonably practicable after we become aware of that change or inaccuracy.

10. Activities and facilities. We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

The opening and closing dates of facilities are shown on each brochure entry and the website. Opening times may be limited outside the main holiday season and during quieter periods.

11. Unreasonable behaviour. We have the right to refuse to hand over accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests or to members of staff. In such cases all hire charges paid will be refunded in full as quickly as reasonably practicable, the contract will be terminated and we will not have any further liability.

We reserve the right to terminate a holiday after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to impair the enjoyment, comfort or health of other guests or members of staff. In these circumstances, no refund will be given.

12. Damage to Accommodation. You are liable to us for any damage caused in the accommodation during the period of hire. We have the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

13. Party Type. Group/Party Bookings. The organiser or leader of a group or party booking is responsible for providing the party details. Should you arrive at your accommodation with such a group without notifying us of the required details, we have the right to refuse to hand over the accommodation to you.

Wheelchair/Disabled Persons. Some of the resort facilities and much of the accommodation we feature is unsuitable for visitors with mobility difficulties. To ensure the accommodation booked is suitable for visitors with a disability, it is essential that all booking requests from parties including people with special needs, give us full and clear details of those needs at the time of booking. It is a condition of booking that the disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements.

14. Security Deposits. You may be asked for an additional deposit at our discretion for some or all parties. This is payable on arrival and will be returned to you after your holiday, provided that your accommodation is undamaged, clean and tidy.

15. Special Requests. (e.g. for adjacent accommodation, specific location or unit). These cannot be guaranteed, but every effort will be made to satisfy them. Please ensure you provide us with contact telephone numbers and an email address in the event of a query.

16. Force Majeure. We cannot accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot be reasonably remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond our control.

17. Pets. Animals other than assistance dogs (see clause 18 below) are not permitted at the resort. We do guarantee units are pet free.

18. Assistance Dogs. Registered assistance dogs are accepted free of charge in all accommodation types. You must tell us that you are bringing a registered assistance dog at the time of booking and this

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will be acknowledged on your holiday confirmation. We are required to receive copies of their documentation at the time of booking, within 5 days of booking or 7 days prior to arrival whichever is the sooner, in order to comply with a conservation order covering our location.

You must bring your dog basket with you and ensure that your dog does not lie on the bedding or chairs under any circumstances. They must not be left unattended in accommodation or elsewhere, and must be exercised on a lead and in the charge of an adult.

19. Your Vehicles. Your vehicles, their accessories and contents are left entirely at your risk. We are not responsible for any loss or damage from or to any vehicle from any cause whatsoever. Up to 2 vehicles per accommodation are permitted. Boats or other trailers require written permission from us before they can be admitted onto the resort. Commercial vehicles are not permitted at the resort.

20. Our responsibility for your booking. We are responsible for making your booking in line with your instructions, and are not responsible for any information about the ferry service or other local attractions or activities that we pass on to you in good faith.

However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

21. Comments or concerns. You must notify any shortcomings with your accommodation to us immediately so that remedial action, if appropriate, can be taken. The process is explained at the resort.

It may affect the investigation of your complaint and may impact on the level of compensation that you may be entitled to if you fail to notify us of any complaint or claim during your holiday and you must write to us by post within 28 days after your holiday has ended.

22. Ferry Travel. If you book a car ferry through us (as part of a package) or pre-purchase foot passenger tickets (we act as agent), you and all members of your party are subject to the terms and conditions of the ferry operator, some of which may limit or exclude the ferry operator's liability to you. Copies of these terms and conditions are available on request from us or the ferry operator and we rely on these terms and conditions too.

23. Personal Travel Insurance. You are strongly recommended to take our personal travel insurance for your holiday. We regret that we are unable to provide this and are not authorised by The Financial Services Authority to act as a broker or to make recommendations.

24. Data Protection Policy. In order to process your booking we need to use the information you provide such as name, address, telephone number, email address, vehicle registration, any special needs etc and send it to the provider of travel arrangements.

Proper security measures are in place to protect your information which we pass on to the relevant provider of your travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customers or immigration if required by the, or as required by law.

We will not, however, pass any information onto any person not responsible for part of your accommodation and travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making a booking, you consent to this information being passed on to the relevant person. The supplier's use of your information is subject to their policy and is their responsibility.

Your data controller is: Gurnard Pines Holdings Limited.

You are entitled to a copy of your information held by us. If you would like to see this please contact us.

Marketing. We will hold your information, where collected by us, and may use it to provide you with holiday or special offer information. If you do not wish to receive such approaches in the future, please write to us. We will not pass your information on to any third parties for marketing use without your permission.

STANDARD BOOKING CONDITIONS

Our "Standard Booking Conditions" include a cancellation scheme if you are forced to cancel your holiday for any of a number of qualifying reasons. This does not cover holiday curtailment nor personal possessions, vehicle breakdown or other unforeseen expenses. You are strongly advised to take out suitable insurance.

These "Standard Booking Conditions" which follow are additional to the "Basic Booking Conditions" above and should be read in conjunction with them.

In these conditions some of the words and expressions used have specific meanings. These words are shown with capital letters at the start and their meaning are explained in the "Definitions" clause below.

25. Cancellation terms. Subject to receipt of satisfactory documentary evidence, you will be entitled to a monetary refund and a waiver of responsibility for any balance payment due for your accommodation (less a £80 administrative charge) if you cancel at any time after we accept your booking and before you leave home to start your holiday, and your reason for doing so did not exist at the time of making your booking and is any of the following:

- the death, bodily injury, illness or admission to Hospital as an in-patient of you or any other person in your party; a Partner; or a member of your immediate Family where the cancellation or curtailment is certified as medically necessary by a Qualified Medical Practitioner;
- compulsory quarantine of any person in your party or their travel being prevented by Government restriction following an epidemic;
- redundancy qualifying for payment under any applicable statute of any person in your party; which is notified to us and received by you (or any person in your party) after the addition of Cancellation Plan is accepted;
- Hi-jack of an aircraft or conveyance in which you/your party is travelling as a passenger;
- you or a person in your party being required for compulsory jury or witness service in a Court of Law in proceedings to be undertaken in the time between their leaving Home to start the Holiday and returning Home after the Holiday;
- Police requiring a person in your party to attend following theft at their Home or usual place of business; or
- damage rendering the Home of any person in your party uninhabitable.

The calculation of the amount due is as follows;

- if you have not paid your balance to us, we will refund your deposit less a £80 administrative charge (Cancellation Plan, amendment and credit card charges are non refundable) and waive your balance due,
- if you have paid your balance, we will refund your deposit and your balance less a £80 administrative charge (Cancellation Plan, amendment and credit card charges are non refundable),
- if your cancellation occurs within 7 days of your holiday start date up to 4pm on your booked day of arrival, the refund will be limited to 30% of the total holiday cost less a £80 administrative charge and all ferry travel costs (Cancellation Plan, amendment and credit card charges are non refundable). No refunds are possible after 4pm on your booked day or arrival, or for any reasons of curtailment, regardless of the reason.

The £80 administrative charge is to cover the costs and charges incurred in the process.

You will not be entitled to any refund or waiver of responsibility for any balance payment due if the cancellation is due to any of the following (applies to cancellations covered by clause 6 & 25):

- War, whether declared or not;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
- any person in your party deciding not to travel, or if already left Home, deciding not to continue;
- any person in your party's loss of enjoyment of the Holiday;
- any accident to or illness of any person in your party's family pet;
- adverse changes in any person in your party's financial circumstances or unemployment other than redundancy as described above;

If you have added our Cancellation Plan but your reason for cancellation is not listed as a qualifying reason or you are unable to

provide sufficient documentary evidence, the charges set out in clause 6 apply but you have the option of a monetary refund.

You will need to let us know immediately that the circumstances arise and provide us with all the information and documentation that we may reasonably require to assess your entitlement to a refund/waiver under our "Standard Booking Conditions".

26. Definitions

- Holiday – any trip involving pre-booked travel or accommodation, devoted entirely to pleasure, rest or relaxation at Gurnard Pines and booked through Gurnard Pines. Business travel is excluded.
- Home – usual permanent place of residence.
- Hospital – any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where a person in your party is under the constant supervision of a Qualified Medical Practitioner.
- Hi-jack – unlawful seizure or taking control of any aircraft or conveyance in which a member of your party is travelling.
- Immediate Family – means the Partner, or the child, grandchild, brother, sister, Parent, or grandparent of your or a person in your party, or anyone noted as next of kin on any legal document.
- Parent or Legal Guardian – a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.
- Partner – a spouse of, civil partnership registered pursuant to the Civil Partnership Act of; or someone of either sex with whom you or a person in your party has been living as though these were spouse for at least three months.
- Qualified Medical Practitioner – a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a person in your party or a relative of any such person, unless approved by Gurnard Pines.
- War – means armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

27. Cancellation Procedure. If a cancellation situation arises for a qualifying reason, please contact us immediately first by phone and then in writing by e-mail, post or fax signed by the lead booking name. You will also need to complete a cancellation form which will be supplied on request or can be downloaded from the Gurnard Pines website at www.gurnardpines.co.uk/termsandconditions

- You and your party must take ordinary and reasonable care to safeguard against loss, damage, accident, injury or illness
- All information provided to us may be complete and accurate
- You must supply the information using our cancellation form
- You will not be paid if you or your party do not comply with any obligation to act in a certain way specified in this clause of if they are dishonest
- All certificates, information and evidence provided by you shall be in English, with foreign language originals attached if relevant and translations duly approved, and at your expense
- If you are due a refund, you will be paid in £ sterling within 30 days of receipt of valid documentary evidence by recorded delivery (including medical and death certificates where appropriate) prior to the holiday start date. Where refunded, payments made by credit/debit card will be repaid to the same card used to make the booking or make the majority payment. Vouchers, credit & transfer notes will be refunded by credit note.

28. Upgrade charges. To upgrade to our Standard Booking Conditions, you must purchase our Cancellation Plan at £35 per Holiday Home per booking at the time of booking; Cancellation Plan cannot be added once your booking has been confirmed by us.

If the Standard Booking Conditions do not meet your requirements, you may downgrade to the Basic Booking Conditions within 10 days of receiving your holiday confirmation as long as you have not cancelled your holiday and no member of your party has left home to commence the holiday booked.

Please note the Resort Rules also apply and that variations to these terms and conditions may apply for certain unbranded promotional holidays provided by alternative agents or promoters.