

Hoseasons

LODGES AND PARKS

in the channel islands

B O O K I N G C O N D I T I O N S

We, Hoseasons Holidays Abroad Limited (company number 1814765) trading as Hoseasons Lodges and Parks in the Channel Islands, book your accommodation or other service as agent. Your contract will be with your accommodation owner or service provider (referred to as Owner from now on) and these booking conditions set out the basis of your contract with the Owner. They also set out the basis of our involvement as booking agent.

1. BOOKING & PAYMENT

When you make a booking you must pay a deposit and the amount will be advised at the time of booking. The balance of the price of your accommodation or other services must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we may cancel your booking.

When you make a booking you make an offer to the Owner that we are free to accept or reject on their behalf. In making a booking, you warrant that you are 18 years of age or over and have the authority to accept and do accept on behalf of your party the booking terms and conditions set out below.

The information and requirements contained in our brochure and on our website form part of your contract with the Owner and set out our responsibilities as booking agent. We do not automatically remind you that payment is due and cancellation charges may be applied as set out in paragraph 7 below. Hoseasons reserves the right to treat a dishonoured cheque as a cancellation of booking, or apply an administration charge.

All monies you pay to one of our authorised travel agents for your arrangements with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf.

2. THE CONTRACT

A binding contract between you and the Owner of your accommodation and/or service will come into existence once we have received your deposit and we have issued a booking confirmation invoice by email, fax or post on behalf of the Owner. The contract, and all matters arising out of it, are governed by English Law and shall be dealt with by the non-exclusive jurisdiction of the English Courts.

3. INSURANCE

You are recommended to take out Personal Travel Insurance. If you choose our insurance, the necessary premium is included in your deposit. Hoseasons Lodges and Parks in the Channel Islands is a trading name of Hoseasons Holidays Abroad Ltd and is an appointed representative of Hoseasons Holidays Ltd which is authorised and regulated for the sale of travel insurance by The Financial Services Authority No: 312463. You must tell us if you wish to arrange your own insurance in which case it must be at least comparable with our insurance and adequate for your particular needs. We do not check alternative insurance policies. Please read your policy details carefully and take them with you on holiday.

Please note that our insurance cannot cover persons aged 85 or over at the time of travel.

4. PRICES

We reserve the right to alter 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 we confirm your booking.

Payments made by credit card are currently subject to a charge of 1.76%. At present there is no charge for debit cards.

5. OUR RESPONSIBILITY FOR YOUR BOOKING

The accommodation and other services featured in our brochure and on our website belong to and are managed by independent owners and suppliers. We are responsible for making your booking in line with your instructions. As we act only as an agent, although we will use our best efforts to ensure complete accuracy of our descriptions & portrayal of the holidays we sell on behalf of owners & suppliers, we cannot accept liability for any information about the accommodation or other service that we pass on to you in good faith.

However, if in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is twice the cost of the accommodation or other service booked through us (or the appropriate portion of this if not everyone on the booking is affected) unless a lower limitation applies to your claim as outlined below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the Owner of your accommodation or other services that are incorporated into this contract. We also rely on any relevant international convention, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of compensation contained in these or any conventions. Please ask us for copies.

You must provide us and our insurers with all assistance we may reasonably require. You must also tell us and the property owner/supplier concerned about your claim or complaint as set out in clause 10 below. If asked to do so, you must transfer to us or our insurers any rights you have against the property owner/supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Force Majeure. We, on behalf of ourselves as agent, and the accommodation Owner or service provider, do not 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 or the Owners could not, even with all due care, foresee or avoid. Such circumstances include but are not limited to the destruction or damage of

your accommodation (which cannot reasonably be 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 the owner's control.

6. IF YOU MAKE CHANGES.

Requests for amendments after your booking has been confirmed must be in writing by post, email or fax. If it is possible to make the amendment, we will change a £40 administration fee together with any costs or charges imposed by our suppliers and any applicable increase in the price if the amendment relates to a change of date. Amendments after ferry tickets have been issued will incur a £50 fee plus any charges or fees imposed by the ferry company, which can be as much as 100% of the cost of those arrangements.

7. IF YOU CANCEL YOUR ARRANGEMENTS

Telephone us immediately if you have to cancel and on the same day send us written confirmation by post, email or fax quoting your booking reference or instruct your travel agent to do the same on your behalf.

Your cancellation is effective from the date we receive your written confirmation from you or your travel agent.

NB Some transport providers may impose stricter and/or different cancellation charges/cancellation timetables. Where applicable to your booking, you will be advised of these at the time of booking.

Period before scheduled departure date within which written cancellation is received	Cancellation charges as % of total costs (excluding insurance premiums, credit card charges and amendment charges)
More than 56 days	Loss of deposit*
43 – 56 days	50%
29 – 42 days	60%
15 – 28 days	80%
14 days or under	100%

Insurance premiums, credit card charges and amendment charges are non-refundable in any event.

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

8. IF YOUR ARRANGEMENTS ARE CHANGED OR CANCELLED

In the unlikely event of the Owner cancelling or making a major change to your booking after the booking has been made, we will tell you as soon as possible and try to provide you with alternative accommodation of a similar standard or a full refund. A major change means one or more of the following changes where made before departure: a change of property to one of a lower standard for the whole or a major part of your holiday or an advertised swimming pool being withdrawn for an extended period, provided that our UK office has been informed.

If a similar standard property is not available and you choose to stay in a more expensive property, you will have to pay the difference. As we are an agent, we regret we cannot pay any compensation or reimbursement of any expenses or costs that you may incur as a result (including costs of any transport or other service booked independently by you.)

If, due to "force majeure" (see clause 5) it is necessary to change or terminate your arrangements after departure but before the scheduled end of your time away, we regret we will be unable 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. TRANSPORT

One-way ferry bookings cannot be made under any circumstances nor can refunds be made in respect of unused portions of a ticket. We are unable to offer any assistance in the event of a delay to your ferry crossing and any such assistance is the responsibility of, and at the discretion of, the carrier.

10. COMPLAINTS AND CLAIMS

If you have a complaint whilst you are on holiday, please inform the Owner immediately so that remedial action, where possible, can be taken. If your complaint concerns any other service, you must also inform the supplier of that service immediately. If your complaint cannot be completely resolved by the Owner/supplier as applicable then you must contact us on our special emergency telephone number (0844 826 2630) and we will endeavour to help you. If you remain dissatisfied and wish to make a claim then you must follow this up within 28 days of your return home by writing to our Customer Services Department at our Lowestoft address, giving full details and your booking reference number. For all complaints and claims which do not involve personal injury, illness or death, we regret we cannot accept any liability if you fail to notify any complaint or claim in accordance with this clause as we will have been deprived of the opportunity to properly investigate and, where appropriate, rectify the problem.

In the unlikely event that disputes arising out of, or in connection with, your contract, cannot be settled amicably between us we can offer you an arbitration scheme.

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 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 we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree to mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

11. 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 and the Owners are always looking for ways to make improvements. As we act only as agents for the Owner, we cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its 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. All accommodation and other services featured in our brochure and on our website are subject to availability.

12. YOUR RESPONSIBILITIES

You may be asked to pay a security deposit on arrival, the amount will be shown on your confirmation invoice. By making a booking with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation Owner or other service provider. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Owner, Hoseasons or any person in authority are entitled, without prior notice, to terminate the contract of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. Neither the Owner or Hoseasons will have further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

13. PETS

Although pets may be allowed at certain properties, in the interest of safety we are unable to accept the following types of dog in accordance with government legislation: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

14. PLEASE CHECK ALL DETAILS

Please check the confirmation invoice carefully immediately on receipt and advise us straight away of any apparent error. We regret we cannot accept liability for any inaccuracies or omissions in any document if we are not notified of it within 10 days of our sending it out (5 days for tickets).

15. ABTA

We are a member of ABTA, membership number V0118. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Further information on the Code can be found on the ABTA website.

16. DATA PROTECTION POLICY.

In order to process your booking we need to use the information you provide such as name, address, any special needs etc and send it to the Owner and provider of travel arrangements.

Proper security measures are in place to protect your information which we pass on to the relevant Owner of your accommodation and travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/ immigration if required by them, 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 this booking, you consent to this information being passed on to the relevant person. The Owner or the Supplier's use of your information is subject to their policy and is their responsibility.

Your data controller is: Hoseasons Holidays Abroad Ltd.

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 inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please write to us. We may also provide your details to selected third parties for similar purposes. If you do not wish to receive such approaches in the future, please write to us.