

# BOOKING TERMS

In accordance with new legislation the following booking conditions now apply.

Please read them carefully as they form the basis of your contract with ST. AUDRIES BAY HOLIDAY CLUB.

## 1. Booking Your Holiday

Please complete our booking form carefully. Once you have done so, you must ensure it is signed by someone who is over eighteen years of age and has the authority of all persons named on it to do so. You should then send the booking form to us with the appropriate deposit and cancellation refund premiums as stated unless you are booking within 42 days of the start of your holiday in which case full payment should accompany the booking form.

## 2. Deposit

Your booking form must be accompanied by the stated deposit plus the premium payable in respect of the cancellation scheme. The cancellation refund scheme is compulsory on all our holidays and cover is effected from the date you pay your deposit.

## 3. Payment of the Balance

The balance of the holiday cost must be received by us not less than 42 days prior to your arrival date. If payment is not received in full by this date, we reserve the right to treat your booking as cancelled and to apply the cancellation charges set out in paragraph 8 below. If your booking is made within 42 days of your holiday start date, full payment must be sent with your booking form or your booking form may not be accepted.

## 4. Method of Payment

Cheques should be made payable to St. Audries Bay Holiday Club or credit card details must be enclosed. 1.5% charge will be added to all c/c payments.

## 5. Confirmation of Booking and your Contract

On receipt of your completed booking form and deposit, we will send you written confirmation of your booking. A binding contract between us comes into existence on the date we issue that written confirmation. This contract is governed by English Law and is subject to the exclusive jurisdiction of the Courts of England and Wales.

## 6. The Price of your Holiday

The prices shown on our price list are those current at the time of going to print. These prices are subject to change but the price of your holiday will not be increased after it has been confirmed to you, at the time of booking. VAT is included at the current rate of 17½%. Should there be a change in the standard rate prior to receipt of your full payment you will be liable for the additional amount on the balance outstanding.

## 7. Cancellation Refund Scheme

For your protection against financial loss through cancellation of your holiday we have arranged cover for which the premium must be included with your deposit.

## 8. Amendments to your booking

Should you wish to make any changes to your booking after it has been confirmed, you should write to us as soon as possible. We will endeavour to meet any such requests and in some circumstances may require an amendment fee of £10. If we cannot meet with your requests you will then have the choice of either proceeding with your holiday as originally booked or cancelling in accordance with paragraph 11 below.

## 9. Cancellation by You

Should you need to cancel your holiday, you must notify us in writing immediately. Your notification of cancellation is only effective from the date we receive this written advice. In the event of cancellation, your deposit and cancellation premiums together with any amendment charges are non refundable. In addition, if you cancel within 42 days of the start of your holiday, you will remain liable to pay the full holiday cost unless we are able to re-let your booked accommodation. If we are able to do so, the balance of the holiday cost will be refunded to you less an administration charge of £10 per person.

NB. Depending on your reason for the cancellation, payment of most of these cancellation charges may be covered by your cancellation scheme or your insurance policy having paid the appropriate premium(s).

Payment of the cancellation fee will ensure that in the event of an agreed valid reason for cancellation, up to 42 days prior to your holiday all monies paid to St. Audries Bay Holiday Club will be refunded (less your cancellation premium). After 42 days your deposit will be retained. After 28 days 1/3 of the cost of your holiday will be retained plus cancellation premium. From the date of the commencement of your holiday 1/2 of the cost will be retained plus cancellation premium. Documentary proof must be provided with any cancellation notification to ensure a refund. Valid reasons for cancellation includes illness or injury to any member of your party (or close relative), redundancy, jury service, burglary of your property.

## 10. Changes by Us

Very occasionally, it may be necessary for us to make changes to holiday details and to our brochure both after and before your booking has been confirmed. As this is usually the result of circumstances totally outside our control, we must reserve the right to do so. Most changes will be of a minor nature. In the rare event of our having to make a significant change, we will of course notify you as quickly as possible. We will then offer you the choice of accepting the changed arrangements or purchasing an alternative holiday, if available, (and paying or receiving a refund in respect of any price difference) or cancelling your holiday and receiving a full and prompt refund of all monies paid. In exceptional circumstances compensation may also be payable at the discretion of the management.

No compensation is payable in respect of any changes, and it should be noted that not all the facilities are available all the time. We further regret we cannot be responsible for any costs and expenses you may incur as a result of any change.

## 11. Cancellation by Us

Very rarely, we may find it necessary to cancel holidays and we must reserve the right to do so. However, we will only cancel holidays if you fail to make payment in full and on time or if we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care, (or where an insufficient number have booked). In the event of cancellation (other than due to your default in payment) we will offer you the choice of an alternative holiday, if available (and paying or receiving a refund in respect of any price difference) or receiving a full and prompt refund of all monies you have paid. We regret however that we cannot pay any compensation or be responsible for any costs or expenses you may incur as a result. We will of course advise you as soon as possible in this event and in the case of minimum numbers no less than 28 days before the start of your holiday.

## 12. Our Liability to You

We accept responsibility for ensuring that all parts of our contract with you are properly performed except where any failure to perform or improper performance was due to your own acts and/or omissions or those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or an event which we could not have foreseen or forestalled even with all due care. It is however a condition of our acceptance of this responsibility that you notify us of any complaint/claim during your holiday and provide full written details within 28 days after the end of your holiday as mentioned below. Further, where any payment is made to you or any member of your party, that person must assign to ourselves or our insurers any rights they may have to pursue any third party. You must further provide ourselves and the insurers with all assistance required.

We cannot however accept liability for any loss or damage to property unless this was due directly to the acts or omissions of any of our employees.

## 13. Complaints

We sincerely hope you will not encounter any problems during your holiday. In the unlikely event that you do, you must notify us immediately. Most problems are capable of being remedied on the spot and we will do our best to ensure they are. Should however, you remain unhappy you must put any unresolved complaint in writing to us within 28 days of the end of your holiday. We will then investigate the matter so that an amicable resolution can be reached if at all possible. We regret we cannot accept liability for any claim not notified to us in accordance with these booking conditions.

## 14. Misbehaviour by Client

In the interests of all our guests, in the unusual event of nuisance or annoyance to other guests or non accidental damage being caused by anyone, the management reserve the right to ask such persons to leave and charge for any repairs/replacements as necessary. In the event of this being necessary we cannot make any refund or be responsible for any costs/expense incurred.

## 15. Your Holiday

All bookings are from 4 pm on the day of arrival (you are welcome to arrive earlier but please note that your accommodation may not be ready until this time) until 10 am on the day of departure. Bookings are normally from Saturday to Saturday. However mid-week and short break bookings are accepted. Lunch boxes can be ordered. Friends of guests are welcome to visit at no extra charge, meals can be provided on request.

## 16. Travel

*Train:* Guests can be met at Taunton Station by taxi - prices may be obtained on application (please notify us of train arrival time).

*Coach:* There are National coaches from London to Taunton and Minehead (change at Bristol). Arrangements can be made to meet guests at Williton or Taunton. (Prices may be obtained on application).

## 17. Holiday Club

The Holiday Club membership fee is included in the deposit and nomination for election is automatically requested by those whose names appear on the application form attached and who are over the age of 18.

## 18. Pets

Dogs are allowed on Touring Pitches only and must not be brought into the main club building. Please make sure your dog does not foul the site and is exercised in the Dog Walk area, in the fields or on the beach. Please keep your dog on a lead at all times.

## 19. Family Holidays

The shaded areas on the tariff show the family holiday times. Children are welcome throughout the season, but outside these weeks the Club is occupied mainly by adults (predominantly Senior Citizens).

## 20. General

Whilst we will always try to provide the accommodation of your choice, we reserve the right to allocate similar suitable accommodation should the need arise. St. Audries Bay Holiday Club will endeavour to ensure that all facilities as advertised are available especially in High Season. For reasons entirely beyond their control (e.g. Strikes, mechanical breakdown, illness etc.) such facilities may temporarily not be as advertised. They cannot accept liability where such misfortunes occur.

## 21. Rights of Refusal

We must point out that St. Audries reserve the unconditional right to refuse a booking or terminate a guest's holiday in the event of unreasonable conduct which in our opinion is likely to cause distress, damage, danger or annoyance to other guests, employees, property or to any third party.