

Hep Cats Holiday Terms & Conditions

Please read these carefully as they will be binding for everyone attending HEP CATS' HOLIDAY MARCH 2018

- 1) These terms and conditions form a contract between all people attending Hep Cats' Holiday weekenders and Hep Cats Limited (registered office: Cedar House, 41 Thorpe Road, Norwich NR1 1ES), who are the organisers and promoters of Hep Cats' Holiday weekenders.
- 2) All persons attending Hep Cats' Holiday are bound by these terms and conditions as a condition of booking.
- 3) This contract begins upon receipt of cleared payment and when a booking confirmation has been received by you. It continues until attendees have departed from the Hep Cats' Holiday site.
- 4) All correspondence will be between the first named person on the booking form and Hep Cats' Limited. It is the responsibility of the first named person to ensure that all members of the party read and accept these terms and conditions.
- 5) All persons attending the event must provide their names, addresses and relevant contact details.
- 6) Under 18s are not allowed on the site over the weekend
- 7) The event is open to weekend residents only - no day passes.
- 8) No pets are allowed at the site with the exception of guide and hearing dogs.
- 9) Please be aware that there is a dress code for the evening events.
- 10) Hep Cats Limited reserves the right to refuse admission to the evening events.
- 11) Please note that only guests listed on the booking form may occupy the accommodation. If any other people are found in occupation, this agreement will end and all persons in the accommodation will be asked to leave the centre immediately and no refunds will be given. Except where a substitution has been made in accordance with this agreement (See Clause 20).
- 12) This agreement includes any and all rules and notices applying to and displayed at the location and accommodation.
- 13) All artists & timetables are subject to change and some site facilities advertised may not be open or available during the holiday.
- 14) Advertising and promotional materials do not form part of this agreement.
- 15) If we believe that it is necessary to protect the health of other guests and staff, we will cancel a booking if you or any member of your party has or just had an infectious or contagious medical condition. During a holiday, we may ask any, or all of you to refrain from participating in certain activities, or ask you to leave your holiday location immediately should we in our sole discretion consider it necessary. You should inform us immediately should any such condition develop within four (4) weeks of your arrival or whilst you are on holiday with us.
- 16) Although we will endeavour to fulfil any special requests they do not form part of this agreement.
- 17) We welcome guests with disabilities and will endeavour to make accommodation and facilities accessible. However, it is important that we are aware of any disability or incapacity at the time of booking. You are required to update us with any change in circumstances prior to and during your holiday.
- 18) Photography (still, digital (including mobile phone handsets) and video) is not permitted in any changing rooms or pool areas.

19) CANCELLATION BY YOU

All cancellations must be made in writing.

- a) Before 30th November 2017 - full refund less £15 per person.
- b) From 1st December 2017 to 15th January 2018 - full refund less £30 per person.
- c) From 16th January 2018 all bookings are non-refundable.
- d) Any charges relating to credit card or transaction costs are also non-refundable.
- e) You may wish to take out travel/cancellation insurance in case of an unforeseen cancellation.

20) SUBSTITUTION

All substitutions must be made in writing.

- a) Before 15th January 2018 there is an administration fee of £20 per booking.
- b) From 15th January 2018 there is an administration fee of £40 per booking.

21) CANCELLATION BY US

We reserve the right to cancel or terminate your holiday and that of the rest of your party at any time for any of the reasons below:

- a) Should we in our sole discretion consider your conduct, or the conduct of any member of your party, is likely to pose a danger or impair the safety, comfort or environment of our other guests, our staff, the venue staff or other members of the public or be likely to do so.
- b) If you have failed to disclose any material facts to us when booking your holiday or in any communications with us.
- c) If you or any of your party fail to comply with any of the terms of our agreement.

In the above circumstances no refunds or compensation will be given.

22) TAXATION

All prices advertised are inclusive of VAT. In the event that VAT increases we reserve the right to increase the price of your weekend and to invoice you accordingly.

23) OUR LIABILITY TO YOU

- a) We accept responsibility for death, injury or illness only when caused by the negligent acts and/or omissions of our employees, agents, suppliers and subcontractors whilst acting in the course or scope of their employment with us.
- b) In all cases, except personal injury or death, our liability to you is limited to the total cost of the relevant person's holiday.
- c) Where we make any payments to you or any members of your party in the above circumstances, you or they must then assign to us or our insurers any rights you or they may have to pursue any other third party.
- d) You must also provide our insurers and us with all assistance required.

24) **DAMAGE TO PROPERTY AND COMPENSATION**

You must use your accommodation and other facilities with care and on departure, leave it in a clean and tidy condition. Hep Cats Limited and the Holiday Centre management reserve the right to invoice you for any charges incurred by us, should you not comply with this requirement.

25) **PRESS & MEDIA**

- a) No members of the press or media may be invited into the event without express written permission from ourselves and the Holiday Centre Press Office.
- b) You may not use photographs of the event, facilities or staff for publication or for financial gain or similar purposes without written consent from ourselves and the Holiday Centre, such consent not to be unreasonably withheld.
- c) Members of the Holiday Centre staff have the right to refuse to be filmed or photographed.
- d) Please be aware that ourselves and the Holiday Centre may from time to time film anywhere on the centre for promotional, security and other purposes.
- e) Please ensure that you are aware of the positioning of security cameras at all times.
- f) All people attending the event must accept that their image may be used in any promotional films, pictures or other materials.

26) **DATA PROTECTION**

- a) By entering into this agreement, you and your party members understand and agree that the details provided will be used in the administration of your booking and for related purposes including marketing of future events by Hep Cats' Limited.
- b) This information will also be passed on to the site management for the purpose of administration and to conform to health and safety legislation.
- c) Your personal details will not be passed on to any third parties other than outlined above.
- d) You can withdraw your consent regarding the use of personal information for the marketing of Hep Cats' Limited events by contacting us at the address shown (Clause 1).

27) **CARE OF YOUR POSSESSIONS**

- a) It is your responsibility to look after and care for your possessions, valuables and money whilst on holiday with us.
- b) You should not leave valuable items unattended in your accommodation or elsewhere and we suggest you do not bring such possessions on holiday unless absolutely necessary.
- c) Hep Cats Limited or the Holiday Centre Management cannot accept any liability for loss or damage.
- d) We recommend that you have comprehensive insurance and use any safe deposit facilities the Holiday Centre offer (subject to availability).
- e) In case of any loss, please contact the Holiday Centre Reception.
- f) After the holiday, the return of any lost property may incur a charge for postage and packing.

28) **GENERAL HOLIDAY CENTRE RULES**

The following rules apply at all of our holiday locations and other local rules may apply:

- a) You may not bring or use portable heating appliances of any type into the accommodation.
- b) Alcoholic and other beverages purchased elsewhere must not be consumed in licensed bars.
- c) Abuse of alcohol is not permitted.
- d) Excessive noise or rowdy behaviour is not permitted.
- e) Offensive or illegal behaviour will not be tolerated and may result in the involvement of the Police.
- f) You must not commit or attempt to commit any illegal act.
- g) For domestic waste, you must use the litter bins and, where provided, bottle banks. Please contact Holiday Centre Reception to arrange for the disposal of other waste including clinical waste, sharp objects, broken glass and other items which could cause personal injury.
- h) You must keep to the roads and footpaths provided and abide by all applicable speed limits.

29) **ARRIVAL & DEPARTURE**

Your accommodation will be available at approximately 4 pm but you are welcome to arrive earlier and use the facilities. When leaving, please vacate the accommodation by 10 am and return your keys to Reception so that it may be prepared for incoming guests.

30) **MAINTENANCE & IMPROVEMENTS**

The Holiday Centre has an ongoing programme of maintenance and refurbishment but wherever possible they will try to minimise disruption to guests.

31) **ACCESS**

The Holiday Centre reserve the right for themselves and appropriate third parties (for example Police) to enter your apartment at anytime for any reasonable purpose, for example, to make checks, carry out essential inspection, maintenance work or repairs.

32) **BED LINEN & TOWELS**

Bed linen and towels are provided once at the start of the event. Soap and shower gel are not provided.

33) **MEALS**

Breakfast and evening meals are provided and must be eaten in the restaurant. There is a choice of menu, but alcoholic and soft drinks are not included.

34) **SMOKING**

The UK is now smoke free and smoking is illegal in all public enclosed areas. Guests are asked to comply with this legislation and refrain from smoking in public enclosed areas. Failure to do so will result in guests being asked to leave the Holiday Centre and guests will be liable for any fines enforced.

35) **CAR PARKING**

Vehicles must be parked in specified areas to allow essential services access to all areas of the Holiday Centre. The car parks are not supervised and vehicles are parked at your own risk. We recommend that you remove all possessions and securely lock your vehicle.

36) Should any of the terms of our Contract be officially declared void or unenforceable, the remainder of our arrangements shall remain, where possible, in full force and effect.

37) Our agreement is governed by English law and is subject to the non-exclusive jurisdiction of the Courts of England and Wales. Please also note the provision stated in the 'Our Liability to You' section of this agreement. Should any of the terms of our agreement be officially declared void or unenforceable, all other part of our agreement will remain, where possible, in full force and effect.