TERMS AND CONDITIONS

The following terms and conditions are valid for Butlin’s own breaks and private breaks that are sold on behalf of Butlin’s through approved third parties, including Spring Harvest events. These events, similar events and breaks booked directly through Sun Holidays may have separate terms and conditions for you to read in full prior to your booking. We try to ensure that all information, photographs and accommodation descriptions have been compiled from the most accurate sources available at the time of going to press. It should be noted that photographs and artists’ impressions are illustrative only. Some facilities may vary between the resorts, please read resort-specific information carefully. All details and information on the Butlin’s resorts are correct at time of going to press as digital image in October 2014. Accommodation décor, size and layout may vary between resorts. Pictures featured within our digital brochure are a typical representation. Not all accommodation is identical to the pictures shown on the web site; also not all accommodation is at ground level.

Butlin’s may change these terms at any time by posting changes online, via email for your pre-arrival information, or due to unforeseen circumstances whilst at resort. You should review these terms regularly (i.e. at least once a month) to ensure you are aware of any changes made by Butlin’s. Our agreement with you includes:

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BOOKING A BUTLIN’S BREAK

There are four easy ways to book:

1. Online – butlins.com
   You can book direct via our website in the ‘Book Now’ section. It also provides the latest information available on our short breaks.

2. By telephone:
   Call us on 0330 100 6648, or for groups of 20 or more on 0330 102 5297. In order to maintain our high standards of communication, selected calls are monitored and recorded as specified by Ofcom. For guests who have speech and hearing impairments, we welcome calls through BT TextDirect service. To access this service, dial 18001 before the number you require.

3. Travel agent:
   Your travel agent will be happy to check availability and make the booking on your behalf.

4. Visit the Holiday Booking Shop or Discover Butlin’s while you are on resort.
   We try to ensure that all information, photographs and accommodation descriptions have been compiled from the most accurate sources available at the time of going to press. It should be noted that photographs and artists’ impressions are illustrative only. Some facilities may vary between the resorts, please read resort-specific information carefully. Not all accommodation is identical to the pictures shown on the web site; also not all accommodation is at ground level.

By submitting a booking, you are confirming that no member of your party has a criminal record, has entry on a criminal register or any record of any order indicating anti-social behaviour, violence, abuse, public disorder or criminal damage or any other form of anti-social behaviour detrimental or potentially detrimental to third parties enjoyment of the Butlin’s facilities by other site users. If it comes to the attention of Butlin’s that the booking has been breached, Butlin’s reserve the right, in its absolute discretion to cancel your group booking.

A contract will come into existence between you and Butlin’s when:

• We tell you on the telephone, or online over the internet, that your booking is confirmed.
• We accept your deposit payment by issuing written/email confirmation of your booking.
• When your travel agent tells you your booking is confirmed.

Butlin’s and you remain in the tenant/supply relationship and in the event of Butlin’s cancelling your booking, you are not entitled to compensation. Any deposit paid to Butlin’s will be refunded to you. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking. You remain the lead guest and contact point for the booking; you must attend the break booked.

All part of the price:
   Where referenced, ‘all part of the price’ means they are included within the cost of the break.

Your reservation confirmed:
   Your break will only be confirmed once the deposit and optional insurance (if purchased) have been paid. When you receive your confirmation of booking, please telephone our Customer Care team on 0330 100 6656 or see your travel agent if any of the details contained in it are incorrect. With this confirmation will be statements of cover for your optional insurance (if purchased), and any other relevant information.

Late bookings:
   For any breaks booked within 70 days of the start date of a Live Music Weekend break, full payment is required. If the break is booked within 21 days, payment will need to be made by credit or debit card over the phone or at bigweekends.com and the same card must be presented, along with a form of photo identification before room cards can be issued on arrival at resort.

Group bookings:
   Group breaks of 10 to 19 need to be made by our contact centre team by calling on 0330 102 5297. Bookings of 10 or more will need to be authorised by our sales team. Members of the same family and/or friends who are previously known to each other, or travelling together, or reside at the same address, will be considered as a group for the purposes of these terms, irrespective of whether separate bookings have been made.

Butlin’s is committed to ensuring a safe and secure environment for all its guests. The lead Booker for any group booking will be required to agree to and sign a code of conduct on behalf of the group and to provide credit card details, as security, in the event of any damage caused as a condition of entry.

Tesco voucher bookings:
   Tesco Clubcard vouchers can be used for pay all or part of your break (excluding dining and additional extras) at our best available rates. Breaks can only be booked by calling our team on 0330 100 9327 and you must have ordered and received your tokens before booking. You must specify the amount of vouchers you intend to pay with at the time of booking. Vouchers may be used for new bookings only and if you use your break no refunds will be given for the vouchers. For full terms and conditions please visit butlins.com/Tesco

Children on the booking:
   Live Music Weekend breaks are for adults only over the age of 18 years. Children will not be accepted on the booking or allowed onto resort at any time during this break type.

Pets:
   Pets are not permitted in the main Butlin’s resort. Assistance dogs are accepted by prior agreement. Careful owners who wish to bring their pet dog or cat should contact our chosen resort of Skegness or Minehead to make arrangements. Dogs and cats are restricted to the Caravan Owners section and are not allowed in the main Butlin’s resort. Ask your resort which dog breeds are not permitted. Butlin’s reserves the right to refuse any animal considered dangerous.

BEFORE YOU ARRIVE
   Please ensure that all of the following guest’s details have been submitted for every member of your booking:

Full name and address
    Date of birth
    Email address (to ensure that they are kept up to date with all pre-arrival information).

Contact telephone number
   The ways that you can let us know this information are:

• By submitting a booking at http://www.bigweekends.com
• Or for party sizes of 20 guests or more please call 0330 102 5297

In addition you can also log on to your ‘My Butlin’s’ account and update your information.

If you have a comment, will lead to refusal of entry.

ARRIVAL AND DEPARTURE TIMES

Entry to on our resorts on the day of arrival is from 1pm, whilst you may enter the resort from 1pm and collect your welcome packs and room keys passes, access to your room will vary dependent on the accommodation type that you have booked as follows:

Bognor Regis
   Standard and Silver Apartments, Rooms and Suites 4pm
   Gold, Deluxe and Premier Members 3pm

Minehead
   Standard and Silver Apartments, Rooms and Suites 4pm
   Blue Skies, Chalets, Gold, Deluxe 3pm
   Seaside Apartments and Premier Members 3pm

Shoreline
   3pm

Skegness
   Standard and Silver Apartments and Rooms 4pm
   Gold, Seaside Apartments and Premier Members 3pm

Key passes will not activate until the times specified above on the day of arrival. However, you may use all other facilities on your arrival day before check-in. Please bring your booking confirmation reference number; this can be quoted rather than showing the full document. Fully paid accommodation will be held until 8am on the day following the date your break was due to commence. A meal will be available for guests with a dining plan arriving at their allocated restaurant prior to 7.30pm on their arrival night. We are unable to cater for those guests arriving after this time – no refunds will be given for meals missed due to late arrival.

On your departure day, you MUST vacate your accommodation by 10am and return your keys to Guest Services in the main resort or ask them at the main resort exit. Whilst you are welcome to use the resort facilities until 11am no extensions will be agreed to your departure times. We must ask you to ensure that you have left our resort by 11am.

Important information and updates
   Important information, updates about your break and our entertainment guides will be where possible published and available for you to view on line prior to your break. We would ask that you check your emails and our website in the lead up to your break. In addition when arriving at our resort we will show you what activities and timings are available within your welcome pack. To avoid disappointment we would recommend pre-booking all activities where possible.

Behaviour and compliance:
   To ensure that a safe and secure environment is provided for all of our guests and team, we ask that you please show consideration to others and treat people and our facilities with respect at all times.

Offensive, illegal, or any form of anti social behaviour including excessive noise will not be tolerated. If guests fail to comply with these rules at any point throughout their contract it will be terminated. They and their party will have their booking cancelled prior to arrival and or during their stay whilst on resort, without refund.

These are standards that we expect from our guests from the moment they contact us, throughout their break and during any pre-booked activities.

Contracts will also be terminated if Butlin’s has a reasonable suspicion that any guest has committed, or intends to commit any of the above.

High risk periods:
   We find that on our main Christmas and Easter breaks we have a higher demand for larger party sizes that can be detrimental to the atmosphere and comfort of others. We reserve the right
We will make checks to ensure that our guests are registered on the electoral roll and where not located we reserve the right to cancel your booking until you are able to confirm this. Only the guests listed on the confirmation of booking may occupy the accommodation. If any other person/persons are found in occupation, Butlin’s will terminate the contract, the guests and unauthorised persons will be asked to leave the resort immediately, and refunds will not be given.

Use of Your Personal Information:
Butlin’s Skyline Ltd is notified (registered) as a data controller under the Data Protection Act 1998. The Data Protection Act provides safeguards for the lawful collection, use and disclosure of personal information and lays down principles for its use. Information has to be processed fairly and lawfully. This means that you are entitled to know how we intend to use any information you provide.

Butlin’s Skyline Ltd will use the personal information that you provide, together with information provided to us by your Travel Agent to process your booking and book your holiday. We may need to pass your personal information and that of other members of your party to our groups if they are deemed to represent third-party service providers such as insurance companies and travel providers, if you have requested these additional facilities. You must inform other members in your party of the information about them that you are providing to us, and what we will use it for. For the purposes of data protection you, the lead guest, are acting as the representative of all members of your party. You may choose to provide us with information about your health or the health of members in your party so we can assist you with any disability needs. This information will only be used for the purpose(s) for which you provide it to us. Please note that we may need to make arrangements with/amend a booking with the lead guest. We will correspond in all matters relating to the booking or group with the lead guest who acts as representative for all members of the party. If you have booked your holiday through a travel agent, or have asked us to book additional facilities on your behalf, please refer to the agent/service provider’s own data protection policy for details of how they use your information.

Butlin’s Skyline Ltd and carefully selected third parties will also use your information for internal market research and records purposes. This information may be shared with other companies within the Bourne Leisure Group.

We will also use your information to contact you about other holidays or services brought to you by Butlin’s Skyline Ltd or our carefully selected trading partners. If you do not wish to receive such information please contact the Data Protection Officer at Butlin’s Skyline Ltd, 1 Park Lane, Hemel Hempstead, HP2 4YL. Butlin’s Skyline Ltd in addition we may monitor and record telephone calls made to our Call Centres for quality control and team training purposes.

PAYMENT OPTIONS:
Paying for your break:
The easiest way to pay for your holiday is by debit or credit card at butlins.com/pay or over the phone. We accept the following:
- Credit/Debit cards
- Visa
- MasterCard
- American Express
- Diners Club

Our preferred method of payment is by Debit Cards. However, we do accept Visa and MasterCard and Visa for both the deposit and full balance payment. We do not accept American Express or Diners Club.

At the time of booking we will require:
- Card number
- The last three digits of your security code
- Expiry date
- Cardholder’s name and address if different from lead name

For web payments additional verification will be required
Our current charge for card transactions is 0%, however this is subject to change.
If you book your break within 21 days of the start date, the lead guest will need to make payment with a card in their name only. This card with photo ID must be presented at the time of check-in.

Automated Payments:
If you opt to pay via our easy automated payment method, you will be agreeing to the following terms and conditions.
A lower deposit has been agreed at the time of booking, as you have agreed to make the calculated monthly payments on a date each month selected by you over the remaining time before your arrival date. Failure to make the monthly payments to cover the standard deposit amount that will be collected via the card details that you provided at the time of booking will result in your booking being cancelled.
Please note that the minimum deposit will be collected/required if the booking is cancelled before the standard minimum payment is reached through your agreed payment plan. There will be a variable A/A+ rate type you have chosen, please refer to our Customer Care team for further information about this on 0330 100 6665.

CANCELLATIONS AND AMENDMENTS TO YOUR BOOKING
Resale of a Butlin’s break:
You are not allowed to resell our breaks. If you would like to enquire about becoming an agent for Butlin’s, please ring our Customer Care department and ask for our Agency Sales Team. This will allow us to comply with the Tour Operators’ Margin Scheme under which we account for our VAT.

If you need to amend your booking:
If you need to amend your booking, or if you add more guests to a booking, or notify us of a change of a name on the booking, you will not be charged an administration fee, although additional costs for additional guests may apply dependant on the break type and size of the accommodation you are in. Other changes to your booking will incur an administration fee of £20. Any change to the lead guest’s details is treated as a cancellation and subject to cancellation charges as outlined below. Post cancellations are subject to our normal cancellation charges (see ‘If you cancel your booking’). If you have holiday insurance, you may be able to reclaim the charges.

If you book your break and need to cancel an amendment to a booking please call our Customer Care team on 0330 100 6665.

Date changes and resort transfers:
If you wish to change the date of your holiday or request a change of resort, you will be charged an amendment fee of £20 per booking, subject to availability. You may be offered additional charges if the cost of your holiday rises. The new break price will be based on the price the break would have been at the original time of booking. It should be noted that we can only amend dates from the calendar dates next to book.

If you wish to change your booking, please contact the Customer Care team on 0330 100 6665. Requests must be made in writing or by telephone by the lead name on the booking. A formal written request for a change of break type only is not considered a valid request.

If you wish to change your break, please contact the Customer Care team on 0330 100 6665. Requests must be made in writing or by telephone by the lead name on the booking. A formal written request for a change of break type only is not considered a valid request.

If you need to cancel your booking:
It may be necessary to cancel your break due to illness,
accident or change of circumstances. If you have taken an insurance policy you will need to contact your insurers directly, charges arising from the cancellation will be covered in most cases.

As soon as you know that you need to cancel, call the Customer Care team on 0330 100 6665 (calls charged at standard national rate) or use your travel agent. Cancellation charges are calculated from the date we receive your verbal instructions to our Customer Care team, please see table below.

Days before you start your break: Cancellation charge
84 days or more: Deposit
55 – 43 days: 40%
42 – 29 days: 50%
28 days or fewer: 100%

Cancellation charges are calculated based on the start date of your break; in the event of this being amended, charges will apply to the earliest date whether this is the original or amended start date. Deposit payments are non-refundable and non-transferable in all circumstances. Any refunds due can only be made by the original payment method. If you have not arrived by 9am on the morning after your break was due to commence, or contacted the resort to confirm your arrival, we will assume that the break is cancelled and the total cost and the insurance premium will be forfeited.

Any refunds given in respect to payments made by credit/ debit card will be repaid to the same card. Payments made with vouchers or credit notes will not be refunded.

If we change or cancel your booking:
We aim to provide all the services, facilities and entertainment as described on our website. Should it be necessary for us to make any order change to your booking, or, in exceptional circumstances, to cancel your booking, we will try to advise you or your travel agent as soon as possible and provide the following options:

- A replacement holiday comparable to the one booked
- A replacement holiday together with the difference in price between the replacement holiday and the holiday booked
- A full refund

In addition to the above and provided it does not arise from circumstances beyond our control, we will also pay compensation for any provable loss.

Minor alterations:
Alterations such as the withdrawal of certain amenities, facilities, activities and entertainment, may be made by Butlin’s for reasons beyond our control.

Limitations of liability:
Butlin’s accepts responsibility for those arrangements that are within its control but cannot accept liability for any injury, loss or damage suffered by you or any member of your party unless one of the following applies:

- There was wilful default by us, our employees or agents, or
- Death or personal injury was caused by the negligence of Butlin’s, our employees or agents.

For all claims other than death or personal injury which result from the non-performance or improper performance of our obligations to you, we will pay reasonable compensation in all circumstances. Please notify any shortcomings or complaints to the Guest Services team at your resort immediately so that they can be remedied. Claims may be reduced or rejected if we have not been given the opportunity to put matters right or investigate.

INSURANCE:
Butlin’s is a trading name of Bourne Leisure Limited who are authorised and regulated by the Financial Conduct Authority in respect of all insurance matters. If you wish to select an optional travel insurance policy when booking your break, our optional insurance policy must accompany your deposit payment on confirmation of booking, a 14 day cooling off period will apply to all purchases of our optional insurance policy via the telephone or online. Please refer to the policy wording for all terms and conditions.

GUESTS WITH A DISABILITY:
If you have special requirements, please let us know at the time of booking. We will do our best to meet these requirements but they cannot always be guaranteed. If your special request is a necessity for you to be able to take a break, or any member of your party has restricted mobility or access requirements, please contact our specially trained coordinators on 0330 100 9334.

Butlin’s has a limited number of fully adapted accommodation units, which may be suitable for guests with disabilities. In order for Butlin’s to provide you with full information of what is available on resort and to discuss your specific requirements
and needs, call our Butlin’s specially trained coordinators on 0330 100 9334.

When a booking is made, a special needs information form is sent to the guest with the holiday confirmation and it is a requirement of the booking that this form is completed and returned in advance of the holiday to the resort that you are attending.

The details we require are:
- The number of disabled guests and carers in your party.
- A ratio of one carer to one guest may be required.
- Advice of any special needs these guests may require.
- The number and of sizes of wheelchairs being brought to the resort.
- The number and sizes of hoists being brought to the resort.
- The numbers of and width of any scooters being brought to the resort.
- Details of any prescribed medication

We wish to ensure that we can provide the right accommodation and service, and require these details to meet your expectations.

Dialysis facilities close to resorts:
For dialysis treatment while on holiday for Bogner Regn, contact 02392 463976 (located at nearby Warner Lakeside Hayling Island); for Minehead Resort, call 01823 424510; for Skegness Resort, contact Beacon Medical Practice on 01755 897000.

Royal National Institute for the Deaf – Type talk:
We welcome enquiries from RNID Teypetek, the national telephone relay service for the deaf, deafened, hard of hearing, deaf-blind and severely impaired people. For further information on this service, contact by telephone 0800 731 888. Textphone 0800 500 888, or email: helpline@rnid-teypetek.org.uk. Website: www.midi-teypetek.org.uk.

PRICING:
All pricing is subject to promotional availability at the time of booking your break. We guarantee that the price shown and agreed on your confirmation of booking for the accommodation, party size and insurance, plus any supplements, is the amount payable by you.

We reserve the right to raise or lower our break prices and other charges at any time before booking. Our latest published prices can be found at http://www.bigweekends.com/splash-pendle-house-brochure-price.pdf and are valid within our depot days after the date on this document. Please note that all prices shown are inclusive of VAT at 20%. We reserve the right to amend the VAT element of the prices in the event of a change in rate of VAT.

Prices for Butlin’s breaks will fluctuate throughout the day based on the demand for that particular break, in that particular grade of accommodation and on that particular resort. Therefore, when calling or going online prices may change. If guests book their holiday very close to arrival then this will occur on a much more frequent basis. Therefore, it is advisable to book as early as possible. Prices are reminded that the prices displayed in this brochure are for example purposes only, they are subject to change and may go up or down in response to changing market pressures. Prices given are only valid at the time of booking. Any quotation obtained prior to booking is subject to change.

Minimum price of break:
The minimum price for any break, excluding any food packages or any insurance policies, must be £50. This includes bookings using our Butlin’s Care discount vouchers.

Accommodation prices:
Our prices are calculated per unit of accommodation and vary depending on the size of the unit*. The price does not change if there are less people staying in the unit, than its maximum occupancy. However they will be cleaned within our depot days after the date on this document. Please note that all prices shown are inclusive of VAT at 20%. We reserve the right to amend the VAT element of the prices in the event of a change in rate of VAT.

*Live Music Weekends are priced per person. There is a ratio of one carer to one guest may be required.

SMOKING POLICY:
Smoking is not allowed around our resorts, in our entertainment venues or on accommodation types. A room has to be cleaned due to the effects of smoking there will be an extra charge of £75 for this. You’ll find designated smoking areas on resort.

E-Cigarettes:
Given their remarkable likeness to cigarettes, the use of e-cigarettes can cause concern amongst other guests, so we kindly ask our guests to only use them in the designated smoking areas provided. We do not allow these to be used in any of our entertainment venues or accommodation types.

GENERAL INFORMATION:

Health and safety:
For the health and wellbeing of our guests, not all facilities are available to everyone and height restrictions do apply on all our rides and activities.

Splash waterworld:
In Splash Waterworld, only competent swimmers may use certain flume rides. Please be aware that loose items, including goggles, cannot be worn on the flumes.
Fairground
Restrictions and additional charges may apply on certain rides and other facilities. To meet certification requirements and maintain our ongoing improvement policy, all our funfair rides are regularly inspected and maintained by specialist engineers. They may be closed at certain times for work to be carried out, please check with your resort. Rides are subject to weather conditions.

Butlin’s actively works within the Health and Safety Executive’s Code of Safe Practice HS G 175 Fairgrounds and Amusement Parks, which states that operators should ‘take reasonably practicable measures to identify and exclude any individuals who cannot ride safely’. The code specifically includes persons who ‘have a physical injury or other condition’ that impairs their ability to use the ride safely. Ride attendants assess guests according to these recommendations. Unfortunately, this may present limitations to some disabled guests; those, for example, who cannot brace or support themselves in the seat of a given ride.

Contagious diseases and illness
Should Butlin’s become aware, or have reasonable grounds for suspicion, that a guest has contracted a contagious disease or illness that has the potential to infect a large number of people quickly, they and their party will be required to leave the resort. If this is not possible, then restrictions will be placed upon their activities and movements in order to prevent the disease or illness being transmitted to other guests. We are unable to offer any refund in such circumstances and strongly recommend that guests obtain suitable insurance prior to travel to cover any such eventualty.

Venue capacities
Butlin’s venues are subject to maximum capacities set by the local fire officer, and as such entrance to venues is not guaranteed. As our venues are popular seating cannot be guaranteed or reserved.

Filming and photography
Due to the popularity of Butlin’s, we get requests from TV and other companies to film/photograph on resort, many of which we accommodate. We also take our own Butlin’s promotional films and photographs on the resorts throughout the year. Please be aware that photographic shoots and/or filming may be in progress during your break, and ensure that you are aware of the positioning of cameras at all times. We do not accept responsibility if, contrary to your wishes, you appear on film or in photographs. Please be aware that some entertainment shows use strobe lighting. The availability of some outdoor facilities and entertainment may be affected by adverse weather conditions.

Free activities
We want to ensure that you enjoy all the activities we have on offer throughout your break. When booking free activities in advance, we ask that you only book one activity per person – this is to ensure where possible, that everyone on resort gets to try as many of our unique activities as possible. If you would like the opportunity to take part in the same activity on more than one occasion, please look for further availability nearer the date and time of the event. Multiple bookings from the same guests may be declined entry on the day, dependant on demand.

ALCOHOL AND DRUGS POLICY
For the safety, wellbeing and enjoyment of all of our guests, we do not allow guests to bring excessive quantities of alcohol onto our resort. We are committed to responsible drinking and will confiscate any excessive alcohol at the resort entrance or from your accommodation during your break and give it back to you at the end of the weekend. You may bring up to 12 x 440ml cans of lager, beer or cider or 6L of lager or cider in plastic bottles or a 3L box of wine per person or one (maximum 700ml) bottle of spirit per person.

You may bring this with you on arrival to the weekend only, there is no re-entry with alcohol. Where repeated attempts to breach this condition are made, Butlin’s reserves the right to terminate the contract without notice and without refund of monies paid. Please be aware that for licensing reasons only drinks bought in our venue bars may be consumed in our venues. Also, you cannot take drinks from one venue to another.

We have a zero tolerance policy on drugs. Anyone found taking illegal drugs or any other illegal substance will be asked to leave our resort and will not receive a refund for any part of their break.

THE EU ONLINE DISPUTE RESOLUTION PLATFORM
https://webgate.ec.europa.eu/odr/main/?event=main.home.show