

# Terms and Conditions

## 1. About these terms and conditions

- 1.1. Please read these terms and conditions carefully together with your booking confirmation and anything else we confirm to you in writing as these will make up your agreement with us. If you have booked your holiday with a third-party, the third-party may have further terms and conditions. Please discuss this with your third-party booking agent.
- 1.2. These terms and conditions are amended from time to time. Please keep up to date with all changes made. You are bound by the terms and conditions at the time you make your booking unless we notify you of any change or send you updated terms and conditions.
- 1.3. The following definitions shall apply to these terms and conditions:
  - 1.3.1. “you” or “your” means the Lead Guest who makes the booking;
  - 1.3.2. “us”, “we”, “our” or “Pontins” means Britannia Jinky Jersey Limited Company number OE022443 whose registered office is 35-37 New Street, St. Helier, Jersey, JE2 3RA but can be contacted at Halecroft, 253 Hale Road, Hale, Cheshire, WA15 8RE;
  - 1.3.3. “Lead Guest” means the first named person on the booking form/holiday quotation;
  - 1.3.4. “Guest/s” means any visitor to the Parks, a person who has booked a holiday or is intending to book a holiday;
  - 1.3.5. “Party” means all of the Guests booked as part of your booking;
  - 1.3.6. “Terms and Conditions” means these terms and conditions as amended from time to time;
  - 1.3.7. “Park/s” means any of the holiday parks operated by Pontins.
- 1.4. By entering into this agreement, you agree to these Terms and Conditions. You also agree that they bind you and all members of your Party to comply with these Terms and Conditions. It is your responsibility to ensure that all members of your Party are aware of and comply with these Terms and Conditions.
- 1.5. These Terms and Conditions apply to all Guests to the Parks. By entering a Park all Guests confirm their acceptance to these Terms and Conditions.
- 1.6. These Terms and Conditions incorporates your booking form or holiday quotation and rules and notices displayed at the Parks. In the event of a conflict between any document and these Terms and Conditions, the Terms and Conditions will take precedence.
- 1.7. Separate agreements will be formed between us for facilities or activities not included in the price of your holiday and any conditions of use/participation will be notified to you.
- 1.8. As an environmentally friendly business we endeavour to minimise our use of paper. Our preferred communication method is email, and as such we will wherever possible use this method to communicate your holiday details to you. On receipt of a UK mobile number we will also communicate your holiday details by SMS if no email address is available. Hard copy correspondence will only be available in exceptional circumstances.

## 2. How to contact us

- 2.1. You can contact us to discuss your holiday via the following means:

**Telephone:** 0333 3238 733

**Post:** Guest Solutions, Pontins Holidays, BH House, Trafford Park, Stretford, Manchester M17 1JT

**Email:** [guestsolutions@pontins.com](mailto:guestsolutions@pontins.com)

**Our website at:** <https://www.pontins.com/contact-us/>

- 2.2. Telephone lines are open between Monday - Friday: 8am – 6:30pm and Saturday - Sunday: 9am – 5:30pm. Calls to 03 numbers are charged at standard UK rates and may vary from mobiles. These calls are included in any inclusive packages. Calls to 08 numbers are charged at 13p per minute + your chosen phone company access charge.
- 2.3. We may record telephone calls for training and monitoring purposes.
- 2.4. We recommend that you contact us by phone as there may be a delay in responding to emails or post.
- 2.5. You can find our frequently asked questions at <https://www.pontins.com/frequently-asked-questions/>

## 3. Zero tolerance approach to discrimination

- 3.1. Pontins is proud to operate a zero tolerance approach to any form of discrimination of any kind. We strive to operate the Parks so that they are accessible to all Guests regardless of race, sex, disability or any other protected characteristics as set out in the Equality Act 2010. Pontins will at all times act in compliance with all aspects of the Equality Act 2010.

# Booking

## 4. Booking your holiday

- 4.1. Bookings can be completed via our website, phone or via a third-party booking agent.
- 4.2. When completing the booking, we need to know for both you and all members of your Party:
- 4.2.1. name;
  - 4.2.2. Address (fixed or not fixed);
  - 4.2.3. date of birth;
  - 4.2.4. relationship to you;
  - 4.2.5. any previous visits to any Parks;
  - 4.2.6. registration number of your vehicle(s).
- 4.3. As soon as you receive your booking confirmation, please check all of the details to ensure that they are correct. If there are any errors, please contact us as soon as possible.
- 4.4. You are not permitted to resell or transfer your booking without our prior written consent. You hereby agree to indemnify us against all costs, claims, liabilities, expenses, direct and indirect losses we may incur as a result of failing to obtain or prior written to approve in accordance with this clause.

- 4.5. If you have a special request, please let us know and we will try to accommodate you. Please note that any special requests will only form part the booking when we have confirmed it in writing to you.

## 5. The Price and Payment of Your Holiday

- 5.1. The advertised prices on our website and brochures are to be used as a guide only as prices change throughout the day. Some dates or room types may incur supplement fees which will be added prior to finalising your booking.
- 5.2. The cost of your holiday is the price that we quote on the booking quotation. Quotations automatically expire after 30 minutes, after which time the price may vary. You will only be guaranteed the price (subject to these Terms and Conditions) if you make payment on your booking within the timescales as set out in your quotation and receive a booking confirmation.
- 5.3. The price includes accommodation and access to the Park. We will also detail any added extras on your booking confirmation, for example, any meals booked or additional activities.
- 5.4. Where you book a room which has a higher capacity than the number of people in your booking e.g. you book a four person room for two people, we reserve the right to lock any unnecessary bedrooms. If your Party requires access to the additional bedrooms, we may charge a £15 supplement per stay.
- 5.5. All facilities listed as “free” at your chosen location at the time of your holiday are included within the price. We reserve the right to vary, change or close any of the facilities at any time without refund or compensation.
- 5.6. In the event that we make a mistake and undercharge you for your holiday, we will contact you as soon as possible to resolve the situation. We will offer you a choice of cancelling your holiday with a full refund or charging you for the full price.
- 5.7. If payment by credit/debit card has been made for your booking, this card must be produced and supporting ID may be required by the Lead Guest on check in. Please see clause 35 for more details.
- 5.8. Our Sand Bay Park is adult only. Therefore, we will not accept a booking which includes a Guest who is under the age of 18 at this Park or during an event. We may ask for proof of age for any Guest who is lucky enough to look under 25.
- 5.9. If you have not paid the balance of your holiday by the due date, then your booking will automatically be cancelled by our system. This includes where you have part paid for your holiday although a full payment has not been paid, then your booking will also automatically be cancelled by our system and the money will be forfeited. You will be given a reasonable opportunity to pay your balance and be given a reasonable due date. If you do not pay the full balance of your holiday by the due date but provide a satisfactory reason for such non-payment, for example illness, then your booking may be continued or reinstated and the balance paid returned to your booking.

## 6. Payment Methods

- 6.1. **Credit/debit cards:** You can pay for your holiday on the following credit/debit cards: Visa, Mastercard, American Express, Diners, Maestro, JCB, China Union. Payment can be made via our website or over the phone. At the time of the booking, we will require:

6.1.1.the long card number;

6.1.2.the last three digits of your security code;

- 6.1.3.the expiry date;
- 6.1.4.the cardholder's name and address;
- 6.1.5.for payments via the website there may also be additional payment verification which will vary dependant on your bank.
- 6.2. **Cheques:** If you wish to pay via cheque, please contact us to confirm our agreement beforehand. We cannot accept payments via cheque if your holiday is due to start within 30 days of booking. If we agree to you paying by cheque you must write the Lead Guest's name and booking reference on the back of the cheque and make it out to Britannia Jinky Jersey Ltd. Please send the signed cheque to Guest Solutions, Pontins Holidays, BH House, Trafford Park, Stretford, Manchester M17 1JT. We do not accept post-dated cheques. We will charge an additional £30 administration charge for dealing with cheques refused by the bank. Your holiday booking shall not be confirmed until such time as the cheque has cleared with our bank, and we have acknowledged receipt.
- 6.3. **Electronic bank transfers:** If you wish to pay via electronic bank transfer, please contact us to confirm our agreement beforehand. We will provide you with our bank details for the payment. You must use your booking reference on the payment reference. If you fail to use the reference, we may not be able to trace your payment. Please note that bank transfers can take up to 7 days to clear. Your holiday booking shall not be confirmed until such time as we acknowledge receipt of the payment.
- 6.4. **Cash:** Our Parks operate on a cashless basis and will only accept card payment for bookings and all other items purchased within the Park. If you wish to pay by cash, you must seek our prior agreement to do so. We may refuse to accept payments by cash. We will however make reasonable adjustments to accept cash payments if you wish to make payment by cash due to a protected characteristic as defined by the Equality Act 2010. You must however notify us at least 48 hours beforehand so that we can make the necessary arrangements.

## 7. Taxation

- 7.1. The prices shown in the brochure and our other publications are an indication only and include VAT at the rate applicable at the time published.
- 7.2. All prices quoted to you on your holiday quotation and by telephone are inclusive of VAT unless we say otherwise. We reserve the right to increase the price quoted to you should the appropriate rate of VAT for the transaction increase.
- 7.3. If our costs change as a result of increased Government Taxation or supplier charges, we reserve the right to apply a surcharge to your booking and will ensure that you are promptly notified of any additional payment required 7 days before the commencement of your holiday.
- 7.4. Any such additional levies must be paid within 7 days of despatch of the relevant invoice to you, failing which we will be entitled to cancel your holiday without any further liability to you and without compensation.
- 7.5. If any charge under clause 7.3 is more than 10% on the original cost of your holiday, you will be entitled to cancel your holiday with a full refund of all monies paid, except for amendment charges.

## 8. Brochure and Online Accuracy

- 8.1. All information, pictures and descriptions have been compiled from up-to-date and accurate information at the time of publication. However, as we are continually striving to improve our

Parks, you may find that new facilities are on offer, some facilities may be closed or work may be carried out in segregated areas in your holiday location during your holiday.

- 8.2. All performing artists mentioned are scheduled to appear as advertised, however we reserve the right to make amendments without prior notice if scheduled artists are unable to perform. No refunds or compensation will be given.

## 9. Vouchers

- 9.1. If you are lucky enough, you may win one of our vouchers for a free stay (herein called "Vouchers"). Vouchers are applicable for one Standard One Bedroom Apartment on Half Board basis for up to 4 people on either a Monday-Friday or Friday-Monday break.
- 9.2. Vouchers do not include linen or electric.
- 9.3. Any additional charges you select such as a ground floor room, upgrades or bed linen, will need to be paid by the Guest prior to arriving at the Park. Guests with disabilities shall not be subject to any additional charges for reasonable adjustments, subject to clause 11.2.
- 9.4. The Voucher is valid for the period as set out on the Voucher and any stay booked using the Voucher must conclude prior to the date stated.
- 9.5. The Voucher cannot be redeemed for a cash alternative.
- 9.6. When booking using the Voucher you must make it clear that you are using the Voucher and provide all details within the Voucher. Failure to do so will result in you being charged in full for your stay.
- 9.7. You must present your Voucher when you arrive at the Park for your holiday.
- 9.8. Vouchers may also be used at selected Britannia Hotels. Please see their website for details.
- 9.9. All Vouchers, any other vouchers, offers or discounts are subject to change or cancellation and can be withdrawn at any time. This can be done without prior notice and without refund or compensation. We reserve the right to refuse the use of any Voucher, discount or offers at any time for any reason.

## 10. Pontins Special Events

- 10.1. We sometimes hold events during a particular period herein called "Pontins Special Events". We will try to inform you of any special events held during your stay. However, these are subject to change and may be arranged after your booking.
- 10.2. Pontins Special Events are also bound by these Terms and Conditions which form part of any other contractual agreement. These conditions are therefore applicable to both the organiser and all of the Guests to the Parks.
- 10.3. If you are not happy that a Pontins Special Event is taking place during your booked stay prior to your holiday starting, please contact us and we will try to rearrange your stay. If you are not happy with the proposed rearrangement and do not wish to continue your booking our standard cancellation policy will apply.
- 10.4. If during your holiday or afterwards you are unhappy because of a Pontins Special Event, we are unfortunately unable to offer you a refund or compensation.

## 11. Important Advice for Guests with a Disability

- 11.1. We aim for our services to be accessible to all wherever reasonably possible. Please tell us at the time of booking if any member of your Party is ill or has a disability or needs, so that we can consider any reasonable adjustments prior to concluding your booking. Please update us with any change in circumstances prior to and during your holiday, which may require reasonable adjustments to be considered.
- 11.2. If you as a result of your disability or needs require a ground floor room, we will try to arrange this at no additional cost. Please inform us of your needs and request a ground floor at the time of booking. We will try to accommodate any disabled Guests needs; however we cannot guarantee a ground floor room.
- 11.3. For further information regarding special facilities or adjustments we may be able to make, please call 0845 458 8584, between 9.00 am and 5.30pm Monday to Friday (except Bank Holidays).

## 12. Extending your stay

- 12.1. If you would like to stay for a few extra days, please ask at Reception and we will try to accommodate your wishes. Sometimes we may have to ask you to move to another apartment. If you do stay, our existing agreement will extend to include the extra days. Prices may vary.

## 13. Supplementary Terms and Conditions for Group Bookings and Tour Organisers

- 13.1. Please note that bookings for holidays are subject to a maximum of eight people per booking. Members of the same family and/or friends who are previously known to each other/ traveling together or residing at the same address will be treated as one booking for the purpose of this part of our agreement, irrespective of whether separate booking have been made.
- 13.2. You must notify us when booking if you are booking on behalf of a group of more than 8 people or if you are a tour organiser (herein called a “Large Group Booking”). We may require you to enter into a separate agreement with us for commercial bookings for exclusive venue hire on terms different to those detailed in these Terms and Conditions.
- 13.3. These Terms and Conditions and any additional terms we agree bind the organiser and all members of the Party holidaying under the Large Group Booking. It is the organiser’s responsibility to ensure that each member of the Large Group Booking is aware of, and accepts, the whole of these Terms and Conditions and any additional terms we agree.
- 13.4. Unless you have a credit agreement or alternative arrangements agreed with us in writing, in the event of a Large Group Booking the booking is not confirmed until your first payment has cleared with us.
- 14. If a Large Group Booking organiser wishes to reduce the size of your Party below the minimum specified by our Contact Centre, then we reserve the right to apply further supplementary charges. You must pay any invoices you receive for supplementary/amendment charges within 14 days of its issue to you.
- 14.1. If a Large Group Booking organiser is a business, we reserve the right to amend the following aspects of our Agreement on 7 days written notice to you:
  - 14.1.1. change the room allocation reserved by you;
  - 14.1.2. reduce the size of your Party;

14.1.3. make other changes for operational reasons, for example but not limited to those resulting from Pontins Special Events or refurbishment.

# THINGS YOU NEED TO KNOW

## 15. Your Holiday Environment

- 15.1. We work very hard to keep all areas of the Park clean and tidy and we expect you to treat the public areas at the Park with respect and care so that other Guests may continue to enjoy them. We strive to have litter free Parks and consider the dropping of litter to be anti-social behaviour. We reserve the right to charge a fee of £50 which will be donated to charities should this clause be breached. Please read our signs around the Parks for details.

## 16. Arrival and departure

- 16.1. Your accommodation will be available at approximately 4pm unless we have agreed an early check in as part of your booking. You are welcome to arrive from 12pm and use the facilities. We are not able to accommodate any arrivals before 12pm or after 10pm. When leaving, please vacate the accommodation by 10am and return your keys to Reception so that we may prepare it for incoming Guests.
- 16.2. Standard check-in times may not be applicable to any bookings made within 24hrs prior to arrival.
- 16.3. Please note that only Guests listed on the confirmation of booking may occupy the accommodation. If any other people are found in occupation, Pontins will end the booking and all persons in the accommodation and part of the same Party will be asked to leave the Park immediately and no refunds or compensation will be given.
- 16.4. On arrival you will be provided with a registration form which must be fully completed and handed into reception before you obtain the keys to your apartment. We are not able to accommodate any arrivals without these details.

## 17. Accommodation

- 17.1. Room types vary on different Parks. Please see details when booking for the different room types available. The photos depicted are for illustration purposes only and may vary from the room booked.
- 17.2. Please read the room description carefully as facilities within the rooms may vary.
- 17.3. Club rooms bookings may include electricity, linen and an early check-in as part of the price. Please check your booking details for further information.
- 17.4. If you have a specific requirement, please let us know and we will try to accommodate you. Rooms are booked on a first come first serve basis and therefore we cannot guarantee that your requests can be accommodated.
- 17.5. Ground floor apartments can be guaranteed for a small extra charge, subject to availability. Please note that the additional charge does not apply to a Guest who requires a ground floor room due to a disability. Please see clause 11.2 for further details.
- 17.6. We reserve the right to enter your accommodation at any time during your stay.



## 18. Electricity Supply to Accommodation

- 18.1. Prepaid electricity cards are available for you to purchase from reception for power for lighting, heating and hot water unless included in your booking, for example in a club room.

## 19. Bed Linen & Towels

- 19.1. Linen is not included unless detailed in your booking, for example in a club room. Linen packs can be pre-purchased at the time of booking and added to your reservation at a discounted price. You are free to take the Linen packs home with you at the end of your stay (excluding duvets & pillows). Linen is also available to purchase on Parks at full price, alternatively you may bring your own linen with you.
- 19.2. Towels are not provided but are available to purchase at the Park.

## 20. Meal and Drinks (Food Allergies)

- 20.1. Holidays booked on a half board basis will have breakfast and evening meals provided. These meals must be taken in the restaurant. Alcoholic and soft drinks are not included.
- 20.2. If you or any Guests have any allergies, intolerances or special dietary requirements you must inform us prior to eating at the restaurant. You must do this each time you attend the restaurants as we cannot guarantee the same staff members will be working. We strive to ensure that there is no cross contamination of any allergens, however we cannot guarantee this. Our staff will give you as much information as they can in relation to the ingredients and how the food is prepared so you can make an informed decision of what to eat.
- 20.3. Throughout the year we operate a limited number of breaks which offer a discount bar, unless stated otherwise, this will operate during posted hours on Park. These are advertised as “Happy Hour” or “Discounted Bar”. We reserve the right at any time and for any reason to close early or stop any discount offer and return to normal prices. Reduced price bar only applies on selected dates and times towards selected drinks as advertised. These typically including Carlsberg, Tetley, Small House Wine and House Spirits.

## 21. Availability and use of facilities

- 21.1. We will always try and ensure that all facilities are available during your holiday but maintenance and other work to facilities may be necessary from time to time. Certain facilities may be affected or unavailable due to inclement weather conditions. We reserve the right to close or limit the use of any facilities without prior notice. No refunds or compensation will be offered in the eventuality that facilities are not available.
- 21.2. All facilities are available on a ‘first come, first served’ basis.

## 22. Maintenance and improvements

- 22.1. We have a continual programme of maintenance and refurbishment. Wherever possible, we try to minimise disruption to our Guests. We accept no liability for loss of enjoyment or disruption to your holiday as a result of these works. No refunds or compensation will be given in the event that these works disturb your holiday as they are required to maintain the quality and safety of the Parks.

## 23. Car Parking

- 23.1. Vehicles must be parked in specified areas to allow essential services access to all areas of the Park. The car parks are not supervised, and vehicles are parked at your own risk. We recommend that you do not keep any possessions in your vehicle and ensure that you securely lock your vehicle.
- 23.2. Any vehicles which are not parked in a designated area or parked in such a way to cause an obstruction may be removed without prior notice. We also reserve the right to charge for the cost of removal of your vehicle and do not accept any liability for any damage caused.
- 23.3. In the interests of safety and to ensure that emergency vehicles will be able to access the Park at all times, we do not allow Guest's to bring any commercial vehicles, motorhomes, trailers or caravans on to our Parks. Should you arrive in any of these vehicles you will be required to park your vehicle off site and gain entry using the pedestrian entrance. If you require a larger vehicle as a reasonable adjustment, please contact the Park and we will try to accommodate the larger vehicle on site.

## 24. Visitors

- 24.1. Day passes are available at a small extra charge for anyone wishing to visit you during your holiday. Please ask at reception for full details.

## 25. Messages and Deliveries

- 26. Whilst we will do everything possible to ensure that any messages received reach the appropriate Guests, we cannot take responsibility if this is not the case and ask that Guests check with reception if they are expecting any messages. We request that you do not arrange any deliveries whilst on holiday unless there is an emergency, in which case you should let us know.

# Park Rules

## 27. Behaviour

- 27.1. These are standards that we expect from our Guests from the moment they contact us, throughout their break and during any post break communications.
- 27.2. To ensure that a safe and secure environment is provided for all of our Guests and staff, we ask that you please show consideration to others and treat people and our facilities with respect at all times.

- 27.3. You must not commit or attempt to commit any illegal act. Aggressive, violent, abusive, continuous excessive noise after being asked to lower noise by a member of staff, or illegal behaviour will not be tolerated and may result in the involvement of the Police.
- 27.4. We have a zero-tolerance policy on illegal drugs. If you take or are in possession of illegal drugs or any other illegal substance, we will ask you to leave the Park without refund.
- 27.5. Guests are not permitted to bring any firearm, knife or offensive weapon, illegal substances, hazardous chemicals or any other similar items onto the Parks.
- 27.6. For domestic waste, you must use the litter bins and, where provided, bottle banks. Please contact reception to arrange for the disposal of other waste including clinical waste, sharp objects, broken glass and other items which could cause personal injury.
- 27.7. You must keep to the roads and footpaths provided and abide by all applicable speed limits.
- 27.8. You must follow all Park rules which may apply including all signage and instructions given to you by our staff.
- 27.9. Guests are not permitted to fly drones, use scooters or electric scooters (with the exception of disability vehicles), segways, hoverboards or balance boards anywhere on the Parks. This clause does not apply if they are part of a Pontins organised activity or in designated areas.

## 28. Infectious or Contagious Medical Conditions

- 28.1. It is necessary that we protect the health of other Guests and staff, if you or any member of your Party has or just had an infectious or contagious medical condition, we reserve the right to cancel your booking. If your booking does get cancelled all Guests will be given the option to rebook your stay, if that is possible due to Pontins and Guest's availability.
- 28.2. During a holiday, if you are infectious or contagious at the time, we will 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.
- 28.3. 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.

## 29. Care of Your Possessions

- 29.1. It is your responsibility to look after and care for your possessions, valuables and money whilst on holiday with us. You should not leave valuable items unattended in your accommodation or elsewhere and we suggest you do not bring such possessions to the Park unless absolutely necessary. We cannot accept any liability for loss or damage.
- 29.2. We recommend that you have comprehensive insurance and use any safe deposit facilities we offer, which are subject to availability.
- 29.3. In case of any loss of personal property while on the Park, please contact reception.
- 29.4. If you realise that you have left something after you have left the Park, please contact reception as soon as possible. We will attempt to locate and return any lost property, but we will charge you for postage and packaging.
- 29.5. Please check your room carefully before you leave as we reserve the right to dispose of any items left in the apartments after you vacate the Park. You hereby give us permission to dispose of any items which are left in the apartments or around the Park after you leave. We are not responsible for any loss of items disposed of which you have left in the apartment or around the Park.

## 30. Smoking

- 30.1. Smoking is illegal in all public enclosed areas, this includes all bars, venues and restaurants. Pontins ask Guests to comply with this legislation and refrain from smoking or vaping in public enclosed areas.
- 30.2. Smoking is also not permitted in the apartments. Please use the outdoor smoking areas provided.
- 30.3. Failure to comply with our rules on smoking will result in Guests being asked to leave the Park and we will charge you for all damage caused including a cleaning fee. No refund or compensation will be provided.

## 31. Fire Safety

- 31.1. You may not bring or use portable heating appliances of any type in the accommodation.
- 31.2. All items which produce a naked flame including BBQs, tealights, oil burners, candles are prohibited from the Parks.
- 31.3. With the exception of electrical cooking equipment provided by us, no other cooking equipment is allowed in the room.
- 31.4. No Guest shall bring on the site any item electrical or otherwise which could cause a fire onto a Park save for as set out in clause 31.5.
- 31.5. Cigarette lighters or matches may be used only to light cigarettes, cigars or pipes in a designated outdoor smoking area. All Guests are to ensure that all matches, cigarettes or cigars are fully extinguished and disposed of in the cigarette bins provided.
- 31.6. Failure to comply with this clause will result in the Guests being asked to leave the Park with no refund or compensation.

## 32. Damage to Our Property and Compensation

- 32.1. You must use your accommodation and other facilities with care and on departure, leave it in a clean and tidy condition. We reserve the right to invoice you for any charges incurred by us, should you not comply with this requirement.
- 32.2. An inventory is available in your accommodation. We reserve the right, either during or after your stay, to recover from you the costs of:
  - 32.2.1. Any damage caused by you to our property, accommodation, articles or facilities provided to you during your holiday.
  - 32.2.2. Any compensation we may pay to other persons, Guests or third parties we incur in resolving any acts or omissions of you or any member of your Party, or as a consequence of any breach of these Terms and Conditions.
- 32.3. We reserve the right, and you hereby authorise us to charge or issue an invoice for any damage incurred to your apartment or the Park during your stay caused by you or any persons in your Party (whether or not they are staying at the Park) or for any items that are missing when you leave.
- 32.4. We further reserve the right to commence legal proceedings against you for any damage caused without notice.

### 33. Alcohol and Gambling

- 33.1. Abuse of alcohol is not permitted.
- 33.2. We operate a challenge 25 policy. All relevant legislation will be enforced rigorously. It is our policy to refuse to sell cigarettes to children under the age of 18, or solvent substances or alcohol to anyone under 18 or to allow anyone under 18 to use gaming machines or play bingo.
- 33.3. Alcoholic and other beverages purchased elsewhere must not be consumed in licensed bars.
- 33.4. For the safety, wellbeing and enjoyment of all our Guests, we do not allow excessive quantities of alcohol to be brought onto the Parks. We reserve the right to search your transportation on entrance to the Park. Where excessive quantities of alcohol are found to be in your possession you may be refused entry to the Park. The quantity that is deemed excessive will be at the absolute discretion of the Park security.
- 33.5. Where repeated attempts to breach this condition are made or if you refuse to allow us to search your transportation, Pontins reserves the right to terminate the booking without notice, and no refund or compensation will be given.
- 33.6. In the event that anyone who is under the age of 18 gains access to an adults only Park, or a Guest who appears under the age of 18 and gets found to be under the age of 18, is staying at an adults only Park, repeatedly attempts to purchase a restricted product, uses a gaming machine or play bingo, may be asked to leave the Park along with their Party without refund or compensation.
- 33.7. Anyone under the age of 18, who is found to be in the possession of or under the influence of alcohol will be asked to leave the Park with their Party without refund or compensation.

### 34. Videos and Photos

- 34.1. Photography of all types including but not limited to still or video is not permitted in any changing rooms or pool areas. Only non-intrusive media photography of your own Party and friends is permitted on our Park.
- 34.2. No members of the press or media may be invited onto our property without express written permission from our Press Office. You may not use photographs of our premises, facilities or staff for publication or for financial gain or similar purposes without our written consent. Members of staff have the right to refuse to be filmed or photographed. Please be aware that from time to time we may film anywhere on our Park for promotional, security and other purposes. Please ensure that you are aware of the positioning of cameras at all times. If you do not wish to appear on any promotional films, pictures or other materials please inform us before your holiday starts.
- 34.3. CCTV is in operation in all of our Parks.

## Cancellation

### 35. Our Right to Decline a Booking

- 35.1. We don't knowingly allow anyone to use or visit our Parks who is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order, Risk of Sexual Harm Order or Child Abduction Notice.

- 35.2. We require details of all Guest's identity and address prior to attending the Parks. Please ensure that you provide us with full and correct details of all Guests. The Lead Guest may be required to provide proof of identity on arrival.
- 35.3. If the Lead Guest is unable to provide proof of identity upon entry to the Park and we cannot confirm identity through other reasonable means you may be refused access. If the ID provided does not match the Lead Guest's name on the booking, the whole Party may be refused access. No refunds or compensation will be given, but all Guests will be given the option to rebook, if it is possible to do so due to Pontins and Guest's availability. If you have any concerns regarding providing ID or do not have ID then please do not hesitate to contact us and we will agree alternatives.

### 36. Cancellation By Us After Booking

- 36.1. Unfortunately, exceptional circumstances may mean we need to change or cancel your holiday, for example but not limited to, where we have had to close the whole Park or flooding. We will only ever change or cancel a booking in line with our zero tolerance approach to discrimination and the Equality Act 2010 and will let you know the reason for the change or cancellation. If we do cancel your booking under this clause, we will offer you the choice of:
- 36.1.1. a full refund; or
  - 36.1.2. a substitute holiday, if possible due to Pontins and Guest's availability.
- 36.2. Should the substitute holiday be of a lower quality, we will compensate you for the difference in the value between the holiday you booked and the substitute. Should the substitute holiday be of a higher standard, then we reserve the right to charge you the difference in the cost between the two holidays.
- 36.3. If we cancel your holiday you will not be entitled to any other compensation other than as detailed under clause 36.1.
- 36.4. If you have not arrived by 4.00pm on the day after your holiday was due to commence or contacted the Park to confirm when you will arrive, we will assume you are not coming and reserve the right to rebook the remainder of your booking. You will not be entitled to any refund or compensation.
- 36.5. If you or any of your Party fail to comply with these Terms and Conditions without reasonable explanation, we may cancel your holiday without a refund. We will let you know the reason for your holiday being cancelled and quote the relevant Terms and Conditions. All Guests will be given the opportunity to rebook, subject to clause 37. We will only exercise this discretion to cancel bookings reasonably. In doing so, Pontins shall not breach the Equality Act 2010 and will at all times act in compliance with our zero tolerance approach to discrimination of any kind.

### 37. Refuse to return

- 37.1. If you or any of your Party fail to comply with the standards expected while staying at one of the Parks you may be listed as "Refuse to Return". This includes but is not limited to, aggressive and violent behaviour, damaging items belonging to a Park and use of illegal or dangerous substances. We will always follow our Refuse to Return process and policy to ensure that all guests and staff are treated fairly and in compliance with the Equality Act 2010 and our zero tolerance approach to discrimination of any kind.
- 37.2. If you are added to the Refusal to Return list you and any other guest included in your booking may not be allowed to return to the park and will have any future bookings cancelled and refused.

- 37.3. In accordance with our internal procedures, we will review this decision after a period of 12 months' time from the date that the ban commenced. As part of this review we write to you requesting comment.
- 37.4. You may appeal a "Refuse to Return" status. The appeal for example may be because:
- 37.4.1. The reported facts are incorrect.
  - 37.4.2. They are not the person involved.
  - 37.4.3. They believe that the listing was due to another reason.
- 37.5. All requests for appeal should be made in writing to Guest Solutions, Pontins Holidays, BH House, Trafford Park, Stretford, Manchester M17 1JT, or via email to [guestsolutions@pontins.com](mailto:guestsolutions@pontins.com). Our decision on the appeal will be final.

## 38. Amending/Cancelling Your Booking

- 38.1. Should you wish to amend your booking in any way, please ring us immediately. We will then do our best to make the necessary arrangements for you and if we can meet your requirements, a revised booking confirmation will be forwarded. We reserve the right to charge £20 for each amendment. Any amendments made for the purposes of reasonable adjustments do not require this charge, subject to clause 11.2. We are unable to guarantee that we will be able to amend your booking.
- 38.2. If you need to cancel your holiday, call us on 0333 3238 733.
- 38.2.1. If we receive your cancellation 56 days or more before your holiday start date, there will be no costs other than the deposit which is a non-refundable booking fee.
  - 38.2.2. If we receive your cancellation 55 days or less before your holiday start date, you will be liable to pay us the whole cost of your holiday.
- 38.3. If you wish to go home early while on your holiday we will not offer you any refund.
- 38.4. It is very important that you are adequately insured.
- 38.5. All internet/email offers are non-refundable.

# Complaints

## 39. If something goes wrong

- 39.1. We will do all we can to ensure you enjoy your Pontins Holiday, but we know that sometimes things may go wrong. We hope that you won't need to complain, but if you do, please refer to Pontins Complaint Procedure which can be found at [Pontins-Guest-Complaints-Procedure.pdf](#).

# Important legal bits

## 40. Hotel Proprietors Act 1956

- 40.1. Loss of or Damage to Guests' Property Under the Hotel Proprietors Act 1956, a hotel proprietor may in certain circumstances be liable to make good any loss of or damage to a Guest's property even though it was not due to any fault of the proprietor or staff of the hotel.
- 40.2. This liability however—
- 40.2.1. extends only to the property of Guests who have engaged sleeping accommodation at the hotel;

- 40.2.2. is limited to £50 for any one article and a total of £100 in the case of any one Guest, except in the case of property which has been deposited, or offered for deposit, for safe custody;
- 40.2.3. does not cover motorcars or other vehicles of any kind or any property left in them, or horses or other live animals.
- 40.3. This notice does not constitute an admission either that the Act applies to this hotel or that liability there under attaches to the proprietor of this hotel in any particular case.

## 41. Data Protection

- 41.1. Our privacy policy is found on our website. By entering into this agreement, you also agree to the terms of the privacy policy.
- 41.2. In order for us to provide you and your Party with the service/accommodation you have booked we need to collect and process personal data; these are for the following purposes:
  - 41.2.1. processing, confirming, providing and charging for accommodation and our goods and services;
  - 41.2.2. fulfilling contractual obligations to you and anyone involved in the process of making your travel arrangements (e.g. travel agents, group travel organisers and your employer) and vendors (e.g. credit card companies); and
  - 41.2.3. providing you with access to the content on our website and responding to your enquiries and requests for information and services.
- 41.3. You can unsubscribe from any direct postal marketing by either writing to: Pontins, BH House, Trafford Park, Stretford, Manchester M17 1JT or emailing [dpo@britanniahotels.com](mailto:dpo@britanniahotels.com) giving your name and postal address.
- 41.4. You can unsubscribe from any direct electronic marketing (Email) by either of the above methods or by clicking the 'Unsubscribe' button on any marketing emails received.

## 42. Our Liability To You And Other Important Information

- 42.1. We will only accept responsibility for death, injury or illness only when it has been caused by the proven negligent acts and/or omissions of our employees, agents, suppliers and subcontractors whilst acting in the course or scope of their employment with us.
- 42.2. In all cases, except personal injury or death, our liability to you is limited to the total cost of the relevant person's holiday, if taking a holiday charged on a per person basis or the relevant pro-rata proportion of the cost (excluding amendment charges) if taking a holiday charged on a per apartment tariff.
- 42.3. 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. You must also provide our insurers and us with all assistance required.
- 42.4. We reserve the right for ourselves and appropriate third parties (for example Police) to enter your apartment at any time for any reasonable purpose, for example, to make checks, carry out essential inspection, maintenance work or repairs.
- 42.5. Please be aware of the increase in cybercrime and fraud. If you receive an email that appears to come from Pontins, but which provides different bank details or different or unusual references, it is unlikely to be genuine. Please do not reply to that email or act on any



information contained in it but contact us immediately to check the account details. We will not accept responsibility if you transfer money into an incorrect account.

### 43. Other matters

- 43.1. Our agreement is governed by English law and is subject to the exclusive jurisdiction of the Courts of England and Wales.
- 43.2. Should any of the terms of our Terms and Conditions be declared void or unenforceable, all other part of our agreement will remain in full force and effect, where possible.

### 44. Pet Terms and Conditions

- 44.1. Our Sand Bay Park is dog friendly. A dog must be added on at an additional charge at the time of booking and in a specified dog suitable room. We will not accept any dogs which are not included within the booking. We do not allow any other pets or animals within our Park.
- 44.2. As per clause 11.1 and 38.1, assistance dogs are permitted with no additional charge.
- 44.3. We reserve the right to restrict access for dogs at any Parks at any time, subject to clause 44.2 (assistance dogs).
- 44.4. We do not allow any dogs at the Parks which are classed as a dangerous dog under the Dangerous Dogs Act 1991. If a dog were to display aggressive behaviour its owner would be required to remove it from the Park immediately. Dogs that are deemed to be a nuisance or danger to other guests must be removed from the premises immediately. We may remove any dog at their own discretion.
- 44.5. We may ask for a deposit for a dog booking which will be returned to you once we have confirmed that there is no damage or additional cleaning required to the room. The deposit is payable on arrival and will be refunded at the end of your stay if your room is in the condition it was prior to your visit. The deposit amount varies by Park, please contact the Park directly for specific information. We reserve the right to retain the deposit and charge you additional costs in the event that there is damage to the room, or we have to do additional cleaning.
- 44.6. All dogs are charged at an additional fee starting at £10 per pet per night. The fee is payable on arrival and non-refundable. If visiting the Parks for an event, the amount charged per night and as a deposit for your pet may vary. Each party is allowed a maximum of two dogs.
- 44.7. Only resident's dogs are allowed on Parks. All dogs must be kept on a leash at all times including external areas. Dogs are not to be left alone at any time within the Parks or the grounds unless we agree in writing to the contrary.
- 44.8. Any fouling in bedrooms, public areas and grounds must be cleaned up immediately and the area sanitized to our satisfaction. Failure to do so will result in additional charge of £50.
- 44.9. Dogs are not allowed in any restaurant, bar area or venues (except assistance dogs). Dogs are not allowed in the leisure facilities. The Parks do not provide food for dogs.
- 44.10. Dogs are not allowed into private function rooms unless prior written agreement is provided by the Park.

44.11. We do not accept liability for any loss, damage or illness to pets.

44.12. The staff will not give any assistance with the care and cleaning up after pets. Your room(s) will not be serviced whilst the animal is in situ.