

# Macole's Essential Reading Terms & Conditions

This document outlines the agreement between us and explains how your booking will be administered.

## 1. Introduction

We want you to enjoy your holiday, therefore it is important that you read this contract and your holiday documents carefully. A booking is only considered confirmed once we have accepted a deposit and issued a formal confirmation which states "Confirmation". Note documents may be issued to you which are not a formal confirmation, for example provisional advance registrations and quotations. As our client we will refer to you as "client" or "you". By making arrangements with Macole's Self Catering Holidays Limited (hereinafter referred to as "Macole's", "we" or "us") you guarantee you have the authority to accept and do accept on behalf of all persons named these terms and conditions. By making the booking and nominating yourself as the party leader or addressee you are guaranteeing all due payments to Macole's.

**2. MAKING YOUR BOOKING:** Bookings may be made by telephone or online. At the time of you making a booking request we will take details of a payment method for the deposit value. Your deposit will be processed at the point we are able to make the final arrangements. You are committed to the booking, subject to confirmation, from the time the deposit payment details are accepted. On rare occasions we may need to refund the deposit if we are unable to confirm the final arrangements before we issue a formal confirmation; this is due to technological processing issues beyond our control. To ensure your booking runs smoothly we may ask you to complete an online or paper booking form; If you elect not to Macole's cannot take responsibility for discrepancies which occur as a result. In any event you must report any discrepancy found in your holiday documents to us immediately on receipt.

**3. SPECIAL REQUESTS:** We will do our best to comply but no guarantee can be made as circumstances beyond our control may prevent your request being provided at the last minute. Bookings cannot be accepted conditional upon your special request being available. All special requests must be stated on the booking form or in writing.

**4. SPECIAL REQUIREMENTS:** Most accommodation is not designed for special needs or mobility impaired guests. Macole's are not knowledgeable in any medical condition or experts in mobility impaired holidays. Macole's can only act on the information volunteered by our clients. It is essential that you advise us of your exact needs at the point of making an enquiry. At the point of booking enter a brief comment in the special requirements box on the booking form *and* complete our Medical Information Profile form so that we can do our best to make appropriate arrangements. If wheelchair or boarding assistance is required at your travel points we must be advised as early as possible in the booking process to ensure sufficient disabled space is available. Carriers may charge for wheelchair and boarding assistance and Macole's reserve the right to pass these charges on to you, if they arise.

**5. HOLIDAY INFORMATION:** Descriptions of accommodation relate to facilities that are available during the main season. Out of main season holiday prices may reflect the reduction in facilities. We realise that your holiday decision is based on a combination of facilities offered. However if there is any particular facility which is essential to the enjoyment of your holiday we ask that you advise us at the time of booking so we can advise you of the latest information. Under no circumstances is it possible to guarantee any facility - sometimes events happen that are beyond our control. Wi-Fi connections are not guaranteed in all areas of an establishment and can be subject to failure. Accommodation descriptions represent an evaluation which attempts to reflect the cost, style and atmosphere of the accommodation. As the views expressed are personal it should be appreciated that not everyone will agree with them and they should be taken with this understanding. Illustrations, photographs and floor plans are included for their attractiveness and general relevance - these are not necessarily to scale or technically accurate. Additionally electronic alterations may have been made before publication to enhance the style of the accommodation and facilities. Illustrations and photographs may show parts of the property to which guest accommodation is attached but not necessarily accessible. Macole's cannot accept responsibility for information or representations that have been made by any other sources, this includes information provided by the accommodation direct. Macole's contact with a majority of accommodation owners excludes them from letting their

accommodation direct to clients; please do not expect them to jeopardise their contract by taking a booking from you direct.

**6. GENERAL FACILITIES:** Most facilities are not in use 24 hours a day. Accommodation with outdoor swimming pools may not offer year round use. Any facility may be withdrawn without notice due to lack of demand, local authority restrictions, breakdown or necessary maintenance procedures. Items and facilities provided by accommodation and suppliers are used entirely at client risk. Children's Clubs and accommodation staff do not replace parental supervision or responsibility. Macole's does not own, manage, maintain or control any of the travel, transport or accommodation services offered and therefore are unable to monitor the state or condition of the services other than on an occasional basis.

**7. CHECK-IN/CHECK-OUT:** Times will be stated on your documentation. Check-in is available on the afternoon of your arrival. Checkout time is generally 10am. Service facilities in self catering accommodation vary at each establishment, in most cases it is expected that the accommodation is left in the same state of cleanliness and repair upon departure as found on arrival, extra cleaning costs of up to £35.00 per hour may be payable if this is not complied to. Please check the situation with the accommodation on arrival. Unless stated otherwise you collect keys from the accommodation.

**8. SELF CATERING – What is provided?** Unless stated otherwise self catering accommodation will have:- colour television, cooking facilities, fridge, kettle, toaster, iron, basic furniture. Sufficient towels, bath towels, (not beach towels), bed linen (not cot linen), cutlery, crockery and basic cooking utensils for the number of people stated on the holiday confirmation. Cots & high chairs (where provided) must be requested at the time of booking, hire charges sometimes apply. Breakage's or damage (fair wear and tear excepted) must be paid for at new replacement cost.

**9. BUILDING WORK/DISTURBANCE:** Building, road works or other disturbance may occur in the vicinity of your accommodation which we are unable to prevent or control. Wherever possible, we will advise you of this either at the point of booking or when accommodation providers advise us of the occurrence. It is impractical for Macole's to monitor planning applications or road works notices, we are therefore dependent on the cooperation of our accommodation providers.

**10. CONDUCT:** Accommodations, suppliers and transport operators may have certain stated rules designed to make life more enjoyable for the majority. We ask you to observe these rules in everyone's interests. All clients are expected to behave in a reasonable manner at all times. Accommodation and transport operators are entitled to deny admission or transportation to any persons behaving in an offensive manner. In this event the responsibility of Macole's ceases and no refunds or compensation will be given. Accommodation cannot be sublet or re-assigned and can only be occupied for the persons specified on your confirmation documents. You are expected to take reasonable care of personal possessions and securely fasten doors and windows of your accommodation in your absence. Your possessions are not insured by us the agent, the accommodation or suppliers. Insurance for personal property (with limitations) is included as part of the holiday insurance policy we offer at additional cost. It is essential that you ensure your property is insured to your total satisfaction.

**11. SAFETY WARNING:** Worldwide several thousand holiday makers a year suffer serious injury due to jumping or diving into shallow water. It is essential to exercise caution. Life guards are not usually available. Channel Island sea tides and currents are very strong and fast - Swim in the designated flag areas to reduce risk and be cautious at all times.

**12. TRAVEL SERVICES:** In most cases published fare restricted conditions apply to air travel arrangements; In such cases no refunds or changes are permitted and therefore the travel content must be paid for in any event. Deposits are non-refundable. Carriers maintain the right to re-schedule their services at any time. Travel departure times shown on the confirmation as '0000' indicate that the carriers schedule has not yet been published. When you travel with the carrier or if your booking includes travel and if it is financially bonded, the terms & conditions of that supplier apply to the travel or bonding element of your booking, some of their terms & conditions may limit or exclude liability. We can provide these on request. This document is the responsibility of Macole's; it is not issued on

behalf of, and does not commit carriers, suppliers or bonding agents mentioned therein or any carriers or suppliers whose services are used in the course of your holiday.

**13. DELAYS:** In case delays or travel cancellations occur please ensure you have sufficient funds to pay for any additional expenses as these are your responsibility; remember to keep all receipts. In some circumstances this may be partly covered by holiday insurance in the event of sufficient delay. Refunds cannot be given for accommodation or meals not taken. All essential medication should be carried in hand luggage provided it complies to the security regulations.

**14. PHOTOGRAPHIC IDENTIFICATION/PASSPORT/IMMIGRATION REQUIREMENTS:** For security reasons air carriers require passengers to produce photographic identification such as a valid passport or photo card driver's license; this requirement often applies to children. Requirements for sea travellers are less stringent although drivers must bring their driving licence. Passports are required for day trips to France. Your specific passport and visa and any other immigration requirements are your responsibility and you should confirm these with the relevant Embassies or Consulates. We do not accept responsibility if you cannot travel because you have not complied with any security, passport, visa or immigration requirements.

**15. EXCURSIONS:** Excursions, tours or activities that you may choose to book or pay for whilst you are on holiday are not part of the package holiday provided by us. For any excursion, tour or activity that you book, your contract will be with the operator of the excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or for anything that happens during the course of its provision by the operator.

**16. ARRANGING YOUR OWN TRAVEL:** For your holiday to run smoothly you must advise us of your full travel arrangements including flight/ship details and arrival and departure times in writing. Failure to do this will result in inconvenience to yourselves and the accommodation. We can arrange a comprehensive travel booking service, if you elect not to take advantage of the expertise on offer we are unable to assist you in the event of problems with your own arrangements. Furthermore the holiday reserved is not considered to be a package and therefore the degree of assistance offered in the event of complaint is limited and we maintain the right to decree that the contract for the accommodation is between the client and the accommodation owner and we will have no further involvement. At a limited number of properties on a limited number of dates there will be an additional booking fee if you are arranging your own travel; This can be reduced by £10 if you book car hire with us.

**17. CAR HIRE:** Hire is charged on a 1 day = 24 hours basis with an additional 2 hour grace period per contract. Drivers must be: 20 - 80 years for group A-C vehicles, 25 to 75 for all other groups. All drivers must have at least 1 years full licence experience. Drivers over 70 years may only hire providing that they regularly drive their own car and it is insured on a fully comprehensive policy. A doctor's certificate may be required confirming that a person over 70 is fit to drive a rental vehicle. Persons over 80 can still hire however an additional insurance and increased excess applies. You must bring your driving license with you as hire is not possible without it and moneys paid are forfeit. Any license endorsements must be advised before travel. Car hire prices shown are usually inclusive of GST and Collision Damage Insurance (an excess waiver option applies). Hire Licence Fee, petrol, government tax and extra driver charges are payable on arrival.

**18. ADDITIONAL/CHANGED CONDITIONS:** If there are additional conditions that apply to your booking they will be stated with your holiday documentation. All conditions, including cancellation terms can be altered by Macole's by us stating the alteration in your holiday confirmation document. Booking rules and restrictions sometimes exist and affect the choice of accommodation made available to you.

**19. COMPLAINTS:** Happily complaints are rare. However, if you do have a problem everything reasonably possible will be done to resolve it. It is a condition of this contract that you immediately inform the supplier (e.g. hotel), our local office (leave a message on telephone number 01534-730359 and 488110) and complete our report form. If you fail to follow this simple procedure we have been deprived of the opportunity to investigate and rectify your complaint at a time when something

constructive could have been done to help. Please remember that many problems can be solved quickly and easily if you advise the person in authority (I.E. hotel manager). If you check-out of accommodation before a problem has been fully investigated by us you will make it more difficult or impossible to reach an agreeable solution. If your complaint is not resolved locally you must follow up your complaint within 28 days. Please keep your letter concise, to the point and in addition detail where the assistance we provided during your holiday failed.

**20. HEALTH CARE:** The UK National Health Scheme offers a restricted reciprocal agreement (which is due to be reviewed). We recommend that you seek health advice from your doctor regarding any medical condition that may result in it being inadvisable to travel. Transport carriers may refuse to carry pregnant women especially if the pregnancy is in excess of 26 weeks and in any event would require a medical certificate. In all events we strongly recommend that you make adequate holiday insurance arrangements which at least meet the cover of the policy we offer.

#### **21. YOUR HOLIDAY PRICE:**

a) We reserve the right to increase or decrease published prices of unsold holidays at any time. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

b) When you make a booking you must pay a deposit (amount advised at the time of booking) and if required the insurance premiums for the holiday arrangements. The balance of the price of your arrangements must be paid at least 10 weeks before your holiday date; no reminders will be sent. If you book less than 12 weeks before departure you must pay the total cost of your holiday on booking. Due to charges imposed on us by bank or intermediaries, we charge a transaction fee on all credit & debit card payments. These charges may be amended at any time, details available on request. If the balance is not paid in time, we shall cancel all travel arrangements and retain your deposit; late payment fees will also apply as stated on your confirmation. In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £30 to cover the bank charges and our administration costs.

c) Changes in transportation and accommodation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your holiday arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your holiday arrangements, which excludes insurance premiums and any amendment or transaction charges. You will be charged the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means you have to pay an increase of more than 10% of the price of your holiday arrangements, you will have the option of accepting a change to another holiday if we are able to offer one, or cancelling and receiving a full refund of all monies paid, except for any amendment, transaction or insurance charges. (Note: a full refund will not apply in respect of airline tickets that require full payment at the time of booking.) Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**22. AMENDMENTS & CANCELLATIONS:** If you want to make changes to your booking a minimum fee of £35 applies. Amendments are not always possible. A change of dates, travel routes, names or accommodation location may be considered to be a cancellation and may result in the cancellation of the original booking and therefore subject to the cancellation scale of charges. Holiday deposits are non-refundable.

#### **If you cancel your holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. Cancellation charges are calculated from the date that your written

notification is received at our offices. E-mail cancellations are not possible due to the security risks involved.

### **If we change or cancel your holiday**

It is unlikely that we will have to make any changes to your holiday arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and where possible we will advise you of them well in advance of travel. We also reserve the right in any circumstances to cancel any or all of the individual arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. If we are unable to provide the booked arrangements, you can either have a refund of all monies paid or accept an offer of alternative arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your arrangements and if you decide not to travel, we will pay you compensation as set out in the grid below.

In accordance with EU regulations 2111/2005 we are required to advise you of the actual carrier operating your travel. This will be shown on your booking confirmation. Any changes to the actual airline will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Other examples of minor changes include alteration of your outward/return flights/sea crossing by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. If the major change arises due to reasons of force majeure (see note 2), the major change payments do not apply.

Macole's accept no obligations or responsibilities in respect of losses as a result of products which our client's source from other suppliers (for example travel arrangements).

Period before departure in which notice of cancellation or major change is received by us or notified to you	If we make a major change to your holiday. (Excludes infants) *See note 2	If we cancel your holiday <i>Amount you will receive from us (excludes infants)</i> *See note 2	If you cancel your holiday <i>Amount of cancellation charge excluding Insurance premiums</i> * see note 1 & 3
More than 56 days	NIL	Deposit only	Deposit only
56 - 43 days	£5	Deposit only	Deposit only
42 - 29 days	£10	100% of holiday cost + £10	60% or deposit if greater
28 – 16 days	£15	100% of holiday cost + £15	80% or deposit if greater
15 – 8 days	£20	100% of holiday cost + £20	100% or deposit if greater
7 - 3 days	£25	100% of holiday cost + £25	100% or deposit if greater
2 days or less	£30	100% of holiday cost + £30	100% or deposit if greater

*The compensation that we offer does not exclude you from claiming more if you are entitled to do so.*

NOTE 1: Different cancellation terms, up to 100%, may apply for bookings that include certain

accommodation and travel arrangements. These terms will be advised at the time of booking and detailed on your confirmation. No refund will be due in respect of airline tickets (electronic or paper) that either require full payment at the time of booking or have been issued (normally about six weeks from departure).

NOTE 2: Force Majeure means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war or threat of war, riot, civil strife, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, the grounding of a carrier's aircraft/ship or airport/port closures.

NOTE 3: Cancellation refunds (if applicable) are subject to Macole's receiving refunds from suppliers. Self catering prices are mainly based on a number of persons sharing an accommodation. Where a part cancellation occurs it will be necessary to recalculate the holiday price based on the number of persons actually occupying the accommodation.

DISCLAIMER: Macole's will be under no liability or obligation for any alterations, delays, cancellation or injury caused by shortages, sickness, technical transportation problems, closure or congestion of airports or ports, cancellation or changes of schedules by scheduled transport organisers or other circumstances beyond our control amounting to a 'Force Majeure' (see note 2) and/or acts of God.

**23. OUR LIABILITY TO YOU:** We accept responsibility for ensuring that the holiday that you have booked with us is supplied as described and that the services offered reach a reasonable standard. If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has seriously affected the enjoyment of your arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to (a) The contractual terms of the companies that provide the transportation for your travel arrangements and (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask us for copies of the transport companies' contractual terms or the international conventions.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in paragraph 8. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council.

**Privacy Policy:** The personal data we hold on all individuals is used purely for the purpose of processing reservations and providing information regarding our services. At no time do we pass these details on to third parties unless they are specifically involved in the individual elements of your booking.

**Jurisdiction:** This contract is made on the terms of these booking conditions, which are governed by Jersey Law, and the jurisdiction of the Jersey Courts.