

# Essential Reading Terms & Conditions

This document outlines the agreement between you as Party Members and Macole's Self Catering Holidays Limited and explains how your booking will be administered. The order of Terms is based on a Frequently Asked Questions or logical order and the order does not indicate the level of importance as all are equally relevant.

## 1. INTRODUCTION

We want you to enjoy your holiday, therefore it is important that you read this contract and all documents we provide carefully.

### a) Definitions & Basics

The terms:

"Party Leader" is:

- i) The person who is making the booking on behalf of others.
- ii) The sole contact in respect of all other Party Members
- iii) Responsible solely for payments for the booking under all circumstances where an outstanding balance is due.
- iv) Acting for and on behalf of all other Party Members on their prior stated agreement or on their request.
- v) The Party Leader accepts these terms on behalf of all Party Members and must ensure they are aware of the commitment and rules that apply.
- vi) The Party Leader must include themselves in the guest details collected on the Booking form if they are staying at the accommodation.
- vii) By default, the person completing the booking form is considered to be the "Party Leader".

"Party Members" or "you" are the guests who are staying in the accommodation, all of which must be declared prior to arrival. Changes to Party Members made more than 72 hours after the "Formal Confirmation" is issued are likely to involve an amendment fee.

"Client", "client" or "you" refers to the Party Leader and all persons involved in staying at the accommodation, i.e., Party Members, singular or plural.

"Owners" are the property owners or their nominated management (which may be transient).

"Property", "Accommodation" is the place you have temporarily rented.

"Formal Confirmation" or "Confirmation" is only issued after we have accepted a payment and have subsequently issued a "Confirmation" or "Formal Confirmation". Any reference to a booking being "Confirmed" is only valid once a formal confirmation document, which states "Confirmation" has been issued. Note documents may be issued to you which are not a Formal Confirmation, for example provisional advance registrations, quotations and other documents.

"Macoles", "Macole's", "Macole's Self Catering", "we" and "us" all relate to the entity "Macole's Self Catering Holidays Limited".

## 2. MAKING YOUR BOOKING

Bookings are best submitted online as the most efficient way to proceed; additionally under many circumstances the need for a booking form may be legislative. At the time of you making a booking request we may 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. Transaction fees may apply for credit card transactions of up to 3.85%, the exact percentage will be quoted at the time of the payment request or prior to the payment request being made; a number of diverse factors can affect the percentage charged. 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. If you elect not to complete a booking form these stated terms and conditions apply and 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 or within 72 hours of receipt. Do not commit to any other arrangements until you have received our formal booking confirmation.

If you are a non-UK & British Isles national, you should volunteer your passport and nationality details to comply with local customs and immigration legislation. If you use an overseas address, we are likely to send you a form to complete in case it is relevant and to avoid difficulties for you during your transit or stay. We are not qualified to provide immigration or visa advice and you should contact the relevant Embassies and/or Consulates for information.

We consider that holiday insurance is essential. Pay attention to your obligations and also the situation in respect of medical expenses as the National Health Service does not apply in the islands. Insurance arrangements should be made as soon as you receive your Confirmation document in case you have to unexpectedly cancel.

### 3. SPECIAL REQUIREMENTS

We will do our best to comply, however, 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. Requests added after the Formal Confirmation has been issued cannot be considered contractual.

### 4. DISABLED CLIENTS OR CLIENTS WITH SPECIAL REQUIREMENTS

Macoles do not store or record medical data. 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, which should not include reference to conditions or any presumption that we are knowledgeable in any medical terms. 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 or complete our Special Requirements form so that we can do our best to make appropriate arrangements. If wheelchair or boarding assistance is required you must advise the service provider early to ensure sufficient facilities can be provided (and that capacity has not already been reached for such needs).

### 5. PROPERTY 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 factors, however if there is any particular facility which is essential to the enjoyment of your stay, we ask that you tell 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, for example, breakdown/lack of parts supply or withdrawal by the Owners.

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 and they should be interpreted 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. 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 does not directly own, maintain or control any of the accommodation or the services offered and therefore are unable to guarantee the state or condition of the services. It may be necessary for the Owner or their representative to have access to the accommodation during your stay for maintenance, inspection or safety purposes. Stated maximum occupancy numbers must not be exceeded.

### 6. GENERAL FACILITIES

Most facilities outside the individual unit of accommodation are not available 24 hours a day. Accommodation with outdoor swimming pools are unlikely to 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. Mobile Broadband & Wi-Fi connections, where referred as provided, are not guaranteed in all areas of an establishment and can be subject to failure; our descriptions will be as clear as possible based on best expected provision.

### 7. CHECK-IN/CHECK-OUT & OBLIGATIONS

- a) **CHECK-IN/CHECK-OUT** times for the individual properties are stated on your Confirmation. Early check-in or late check-out are rarely possible and likely involve a fee.
- b) 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 £45.00 per hour may be payable if this is not complied to. Please check the situation with the accommodation on arrival. If any Party Member smokes or vapes within an accommodation the minimum (deep) cleaning fee is £350 applies.
- c) Key collection and other useful or important information is featured on your booking Confirmation.
- d) Breakage's or damage (fair wear and tear excepted) must be paid for at new replacement cost, your holiday insurance arrangements may have Third Party liability cover which you may be able to use to claim the costs; this statement does not indicate any specialist knowledge about the individual policy you chose.

## 8. SELF CATERING – What is provided?

Your holiday Confirmation document has more defined details under the 'Information' heading.

- a) 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 Confirmation.
- b) Cots & high chairs, where provided, must be requested at the time of booking and be stated on your Confirmation document, hire charges sometimes apply.
- c) Where choices of bed configuration exist (Zip & Link beds), ensure your requirement is correctly stated on your Confirmation (under the 'Accommodation' section). Changes cannot be made on the day of, or subsequent to, your arrival.

## 9. RULES, CONDUCT & BEHAVIOUR

As with all terms of this contract, these rules apply to all Party Members and it is the Party Leader's responsibility to ensure they are adhered to in full.

- a) Owners may have certain stated rules designed to make life more enjoyable for the majority of guests. Party Members must observe these rules in everyone's interests.
- b) All Party Members are expected to behave in a reasonable manner at all times. Macole's or the Owners, can and will terminate your stay, if your behaviour or that of a Party Member, is in our reasonable opinion, or in the reasonable opinion of any person in authority, disruptive, upsetting or dangerous to yourself or anyone else.
- c) Owners are entitled to deny admission to any persons behaving in an unacceptable manner. In this event the responsibility of Macole's ceases and there is no entitlement to refund or compensation; this includes any services unrelated to the accommodation.
- d) Accommodation cannot be sublet or re-assigned and can only be occupied by the Party Members stated on the Confirmation document
- e) 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 Macoles or the Owner. It is essential that you insure your possessions to your total satisfaction either by way of holiday insurance or other means.
- f) Rental of the Property does not give you the right to hold social or business events at the premises. Express permission from the Owner is required if you wish to entertain guests in numbers of more than 3 persons over and above the number stated as Party Members. Social or Business guests are not permitted to stay overnight, unless express permission has been granted by the Owner.
- g) Barbecues are not always provided, where they are not, express permission must be granted by the Owner for you to use your own or use a disposable barbecue. Occasionally, the use of barbecues is forbidden by authorities as a result of unusually dry weather and these restrictions over-ride any other permission (or provision).
- h) Express permission must be obtained from the Owner if you are going to use any open flame item, including (but not restricted to), candles, barbecues, fire pits, bonfires, fireworks (or vaguely related items) which are not provided by the Owner.
- i) Unless stated otherwise, you must not presume that you are able to charge a hybrid or electric vehicle at the Accommodation. Details are included in your Confirmation.

## 10. VARIED OR ADDITIONAL TERMS & CONDITIONS

Additional terms or conditions sometimes apply to a booking. These will be stated with your Confirmation document. All conditions, including cancellation terms, may be altered by Macoles by us stating the variance on your Confirmation document. Individual booking rules and restrictions sometimes exist on a booking, special offer or Property. It is essential you check the documents provided immediately on receipt and raise any query you have.

## 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 – if available, swim in the designated flag areas to reduce risk and be cautious at all times, including if you are rock-pooling, using leisure floatation devices or any type of sea craft. Beware of unfamiliar surfaces, paths and walkways which may be more slippery than you are used to (for example, but not limited to, granite pavements, granite steps, seaweed, etc.). Adequate holiday insurance is essential in case of accidents.

## 12. BUILDING OR ROADWORKS/DISTURBANCE/EVENTS

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 we become aware of the circumstance. It is the Owners responsibility to advise us of such occurrences; it is impractical for Macoles to monitor planning applications or road works notices.

Macoles and Owners are not able to control the behaviour of others, however, you should raise any concerns you have at the earliest opportunity.

### 13. TRAVEL ARRANGEMENTS, DELAYS & CHANGES

During the period from your booking being Confirmed and your arrival, Macoles will request full details of your travel arrangements. This is for a number of reasons, including the management of your accommodation. Failure to cooperate may inconvenience you unexpectedly and Macoles and the Owners cannot be expected to take responsibility for such events. Repeated requests for the details may be issued and will only stop when the information is provided. Please remember to update us in the event of changes that occur after submitting the details and the day before you travel. On-the-day changes will be taken into account as Owners can monitor delays and changes that occur. If your travel is cancelled entirely, you should advise the Owner and/or Macoles so we can take the new arrangements into account. Refunds cannot be given for accommodation or meals which you are unable to enjoy.

### 14. CAR HIRE

If you are hiring a car, you must bring your driving license with you or provide it in advance if asked by the provider; refunds will not be made where you are unable to produce the details in the way requested. Age restrictions sometimes apply and supplements for additional insurance may also apply. All drivers must have at least 1 years full licence experience. A doctor's certificate may be required confirming that a person outside the standard age period is fit to drive a rental vehicle and that they drive regularly at home. Any serious license endorsements or convictions must be advised for approval before travel.

### 15. OTHER SERVICES

In the event that we provide services of any type, in addition to your accommodation, responsibility for such services falls with the entity providing them. The terms and conditions of these services are as stated by the Providers and Macoles do not take responsibility for those services or the terms and conditions provided by them. If a dispute occurs, we may voluntarily (at our discretion) choose to liaise with them, providing you expressly give your permission. Macoles are not however, responsible for the outcome and any involvement does not change the position in respect of the lack of responsibility we state.

### 16. COMPLAINTS

In the unlikely event you have a problem everything reasonably possible will be done to resolve it, however, **it is a condition of this contract that you:**

- i) Immediately inform the supplier (e.g. Owner, property manager or service provider)
- ii) Immediately inform our local office, (if necessary, leave a message), on telephone number 0330 1743 175 **and** 01534-730359 (international +44 330 1743175 and +44 1534 730359).
- iii) If requested, complete our report form.
- iv) Understand that the outcome may be affected by the level of your cooperation.

**If you fail** to follow this 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 (this is referred to as 'Failure to mitigate'); your rights under this contract may also be affected.

Please remember that **many problems can be solved quickly and easily** if you advise the person in authority (I.E. Owner or manager); generally a 24 hour response time is not considered unreasonable.

**If you check-out** of accommodation before a problem has been fully investigated by us you will make it difficult or impossible to reach an agreeable solution.

**The timing of your contact** with us indicates the timing that the issue occurred and the seriousness of the situation; it may affect any solutions we are able to offer.

**Feedback is always welcome** after your stay, however, this cannot be considered or handled in the same way that a complaint made at the time can be.

If the Owner or Macoles have not resolved your complaint locally, you must follow up within 28 days quoting the Incident Report Number. Keep the information: a) concise and to the point b) include all matters that were reported and not addressed. c) Include all the information you have. d) Detail where the assistance we provided during your stay failed.

### 17. HEALTHCARE & PREGNANCY

Due to the very limited reciprocal agreement with the UK National Health Scheme, adequate holiday

insurance is considered essential. We also recommend that you seek health advice from your doctor regarding any medical condition that may result in it being inadvisable to travel.

## 18. DEPOSITS, PAYMENTS & PRICING

Prices may increase or decrease at any time. The current price of the services you wish to book will be provided before your booking is confirmed. Where prices quoted are subsequently found to be incorrect, we reserve the right to amend the price quoted, even if the Confirmation document has been issued, if this occurs, you will have the right to cancel the holiday and receive a full refund of monies paid; At the time of creating these terms such an instance has not occurred for at least 15 years.

- i) When you make a booking you must make a payment between 20% and 100% of the price.
- ii) 100% Payment applies if you are travelling within 12 weeks of the booking date.
- iii) Any remaining balance due must be paid at least 10 weeks before your holiday date.
- iv) If you fail to pay the balance and if we are unable to contact you, we will cancel all arrangements and retain your deposit. You must advise us of changes to your contact telephone number or email address.
- v) Late balance payment fees apply as stated on your confirmation; for stays of more than 28 days an additional late payment surcharge of 5% per month or part thereof applies.
- vi) We no-longer accept cheque payments, however, there are other options, including bank transfers, Wise for overseas Clients and card payment (for which there is a fee, which is permitted under island law).
- vii) Special offers and reduced prices are often transient and/or conditional. An offer/promotional code is sometimes required when you submit the booking (Use the 'Special Requirements' section of the booking form). Provided no payment is made you can add an offer code to a submitted booking.
- viii) If we offer a reduced deposit payment scheme, the original full deposit value stands and is due in the event of cancellation if sufficient funds have not already been paid.

## 19. AMENDMENTS & CANCELLATIONS

Changes to your booking must be requested in writing by the Party Leader; a minimum fee of £45 applies for each change plus any other costs we incur in making the change; you should bear in mind that changes involve additional work time, correspondence, technology and often rescheduling of workflow. Party Leader changes also incur the fee. Bear in mind that amendments are not always possible. Changes to dates, all Party Member names or accommodation choice are not amendments, they are cancellations. You cannot transfer your booking to another person or entity.

### If you cancel your holiday

Written notification from the Party Leader must be received before we can initiate the cancellation of your booking. Cancellation charges are calculated from the date that your written notification is received and acknowledged. The applicable cancellation charges will need to be paid or will be retained; varied terms on your Confirmation document may over-ride the amounts stated below to 100%. No refund will be due in respect of items described as being non-refundable and this includes any deposit amounts which are not part of a payment plan where the payment made is larger than the original deposit value. Transaction charges and amendment fees already paid are also non-refundable.

### If we change or cancel your holiday

It is unlikely that we will have to cancel your booking. 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, 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.

There are circumstances when us cancelling your booking is a result of force majeure (see note 2), in such a case the compensation payments do not apply. Additional payment over monies paid are Per Person, however, these do not apply to infants.

Macole's accept no obligations or responsibilities in respect of losses as a result of products which are sourced from other suppliers (for example, insurances, travel, excursions or transportation).

### NOTES below the table relate to exclusions and variations:

Period before departure that cancellation occurs	If Macoles/Owner cancels & you accept alternative; you will receive	If Macoles/Owner cancels & you do not accept an alternative	If you cancel, amount of cancellation charge
More than 56 days	Nil	Payments made	Payments made
56 - 43 days	£5 PP Exc infants	Payments made	Payments made
42 - 29 days	£10 PP Exc infants	100% of amount paid + £10	60% or deposit if greater
28 – 22 days	£15 PP Exc infants	100% of amount paid + £15	80% or deposit if greater

21 – 8 days	£20 PP Exc infants	100% of amount paid + £20	100%
7 - 3 days	£25 PP Exc infants	100% of amount paid + £25	100%
2 days or less	£30 PP Exc infants	100% of amount paid + £30	100%

**NOTE 1:** Different cancellation terms, up to 100%, may apply for bookings that include certain accommodation arrangements. These terms will be advised at the time of booking and detailed on your Confirmation.

**NOTE 2:** Force Majeure means that we will not pay you compensation if we have to cancel due to unusual or unforeseeable circumstances beyond our control. These can include, for example, acts of God, natural disasters (e.g., earthquakes, floods, hurricanes), nuclear disaster, war, threat of war, acts of terrorism and its consequences, riot, labour or industrial disputes (strikes), governmental actions, pandemics, power failures, and interruptions in communication or transportation systems, nuclear disaster, etc., We are also not responsible if we have to cancel due to fire, adverse weather conditions, pandemic, etc.,

**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 revised number of persons actually occupying the accommodation.

**NOTE 4/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.

Any liability is limited to an absolute maximum of 2 times the cost of your accommodation arrangements under all circumstances.

## 21. PRIVACY, OUR DETAILS, JURISDICTION & MISCELLANEOUS ITEMS

**The personal data** we hold on all individuals is primarily used for the purpose of processing reservations and obtaining feedback on our performance and that of our service providers. Data may be collected via (but not limited to) our website, by email, enquiry form, by telephone or by live chat facilities. Calls to Macole's may be recorded for efficiency, quality, security and litigation purposes. At no time do we pass Client details on to third parties unless they are specifically involved in the individual elements of your booking. Where consent is provided we may use your data for the purposes of marketing holidays offered by Macole's. To read our [Privacy Policy](#) in full please visit our website or write to us at our registered office. Macole's Self Catering Holidays Limited is registered with the [Jersey Information Commissioner's Office](#).

Our company name: is Macole's Self Catering Holidays Limited. Our registered and correspondence address is: Maison Amicale, Rue De Trachy, St Helier, Jersey, JE2 3JN. The company is incorporated in Jersey under registration number: 28376 with a registration date of 05 March 1984.

**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.

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