

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 are best submitted online as the most efficient way to proceed. 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. Transaction fees may apply for credit card transactions of up to 2.75% depending on the card. 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. To ensure your booking runs smoothly we may ask you to complete an online 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. Do not commit to any other arrangements until you have received our formal booking confirmation.

3. SPECIAL REQUIREMENTS: 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. DISABLED PASSENGERS: 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. There is a possibility that some carriers may charge for handling wheelchairs and we reserve the right to pass on such charges should 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 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. 3G/4G & Wi-Fi connections, where provided, 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 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 travel, transport or accommodation services offered and therefore are unable to guarantee the state or condition of the services. It may be necessary for the property owner or their representative to have access to the accommodation during your stay.

6. GENERAL FACILITIES: Most facilities are available 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.

7. CHECK-IN/CHECK-OUT: Times are stated on your documentation. 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 on your documentation, 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 & BEHAVIOUR: 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. You must take responsibility for your own behavior and that of your party. All clients are expected to behave in a reasonable manner at all times. Macole's can and will terminate your holiday arrangements if your behavior 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. Accommodation and transport operators are entitled to deny admission or transportation to any persons behaving in an unacceptable manner. In this event the responsibility of Macole's ceases and no refunds or compensation will be given and this includes any obligation to provide any travel arrangements. 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. 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 – if available, swim in the designated flag areas to reduce risk and be cautious at all times. Beware of unfamiliar surfaces, paths and walkways which may be more slippery than you are used to. Adequate holiday insurance is essential in case of accidents.

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 that is stated as 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 used in the course of your holiday to any terms other than their own.

13. DELAYS: Disruptions and late cancellations can occur for a number of reasons including adverse weather conditions and technical issues. It is our policy that once you have checked in with your airline or ferry operator, that you are their responsibility. 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: Air & sea carriers require passengers to produce photographic identification such as a valid passport or approved photo identification. Passports are required for journeys outside the British Isles. You must carry a valid driving license. 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. We are not responsible for the provision of the excursion, tour or activity or for anything that happens during the course of its provision.

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

may result in inconvenience for which we cannot take responsibility. 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.

17. CAR HIRE: You must bring your driving license with you as hire is not possible without it and moneys paid are forfeit. Age restrictions apply and are stated on our car hire information page. Hire is charged on a 1 day = 24 hours basis with an additional 1 hour grace period per contract. All drivers must have at least 1 years full licence experience. A doctor's certificate may be required confirming that a person over the standard age period is fit to drive a rental vehicle and an additional insurance and increased excess is likely to apply. Any serious license endorsements or convictions must be advised for approval before travel. Car hire prices shown are usually inclusive of GST and basic Collision Damage Insurance (an excess waiver option applies). Petrol, non-GST government taxes, extra driver charges and optional extras 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.

19. COMPLAINTS: 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 or property manager), our local office (leave a message on telephone number 01534-730359 and 488110), you may be required to 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 (failure to mitigate). Please remember that many problems can be solved quickly and easily if you advise the person in authority (I.E. property owner or 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. We are unable to consider complaints that have not been reported at the time of the holiday and any comments will be gratefully received on the basis of being feedback. If your complaint is not resolved locally you must follow up within 28 days quoting the Incident Report Number. Please keep your letter concise, to the point and in addition detail where the assistance we provided during your holiday failed.

20. HEALTH CARE & 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. Transport carriers may refuse to carry pregnant women especially if the pregnancy is in excess of 27 weeks and in any event may require a medical certificate.

21. YOUR HOLIDAY PRICE:

a) We reserve the right to increase or decrease the price 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). The balance of the price of your arrangements must be paid at least 10 weeks before your holiday date. If you book less than 12 weeks before departure you must pay the total cost of your holiday on booking. If the balance is not paid and if we are unable to contact you, we will cancel all 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 £50 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 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 8% 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 or transaction 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 payment request. 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 £45 applies plus any other costs we incur in making the change. Changes must be made in writing by the person who made the booking. 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. No refund will be due in respect of items described as being non-refundable.

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 holiday insurance or 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 Amount you will receive from us (excludes infants) *See note 2	If you cancel your holiday Amount of cancellation charge excluding Insurance premiums * 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 – 14 days	£15	100% of holiday cost + £15	80% or deposit if greater
15 – 8 days	£20	100% of holiday cost + £20	100%
7 - 3 days	£25	100% of holiday cost + £25	100%
2 days or less	£30	100% of holiday cost + £30	100%

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 revised 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: 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 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 shall be limited to a maximum of 2 times the cost of your holiday arrangements with us. 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. 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 clause 22. 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. Data may be collected via (but not limited to) our website, by email, enquiry form or over the telephone. Calls to Macole's may be recorded for efficiency and security purposes. At no time do we pass these 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](#).

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.