

2012 Terms & Conditions

1. Data Protection

Use of Your Personal Information

Butlins Skyline Ltd and Memralife Group are notified (registered) as data controllers under the Data Protection Act 1998.

The Data Protection Act puts obligations on users of personal information and lays down principles for its use. Information has to be processed fairly and lawfully. This means you are entitled to know how we intend to use any information you provide.

Butlins Skyline Ltd will use the personal information that you provide to process your booking and provide your holiday. We need to pass your information to Spring Harvest and to third party service providers if requested i.e. insurance companies.

You must inform other members in your party of the information about them that you are providing and what we will use it for.

Butlins Skyline Ltd and carefully selected third parties will also use your information for internal statistical, market research and records purposes. This information may be shared with other companies within the Bourne Leisure Group. We also use your information to contact you about other holidays or services brought to you by Butlins Skyline Ltd or our carefully selected trading partners. If you do not wish to receive such information please contact the Data Protection Officer, Butlins Skyline Ltd, 1 Park Lane, Hemel Hempstead, HP2 4YL.

Spring Harvest will use the personal information you provide to plan and evaluate their programme and to keep you informed about the event you are attending. They will not share your information with any other parties, but may occasionally contact you with details of other Memralife Group initiatives or information from their carefully selected partners. If you do not wish to receive such information, please write to the Customer Service Manager, Spring Harvest, 14 Horsted Square, Uckfield, East Sussex, TN22 1QG.

2. Your Booking and Reservation

Bookings for Spring Harvest must first be made by telephone and then confirmed with a completed booking form for each unit of accommodation – unless booked online.

The deposit, which will be deducted from the payable balance, and insurance, if required, must be paid within 7 days of making the booking; otherwise the booking will automatically lapse. When you receive your confirmation of booking, please telephone us on 0845 070 4764 (Minehead) or 0845 070 4753 (Skegness) if any of the details contained in it are incorrect.

Payment of the balance must be made 56 days before the start of your break otherwise the booking will be regarded as cancelled and all payments will be forfeited. Please note balance reminders will not be sent. Selected calls to the Call Centre are monitored and recorded as specified by OFTEL.

For customers who have speech and hearing impairments we welcome calls through BT TextDirect service. This can be accessed by dialling 18001 before the telephone number you require.

3. Paying for your break

We accept the following:



American Express is not accepted.

At the time of booking we will require:

- Card number and security code
- Expiry date
- Cardholder's name & address if different from lead name on booking.

Cheques and postal orders should be made payable to Butlins Skyline Ltd. and sent to the Resort you are booking for. We do not accept cash. There is £20 charge for dealing with cheques that are refused at the bank. Post-dated cheques will not be accepted. Any bank charges incurred for these cheques are solely the customer's responsibility.

4. Insurance

Optional insurance payment must accompany your deposit payment. Premiums are non refundable. Full details of cover and exceptions will be sent to you with your deposit receipt but are also available earlier on request.

5. The contract

The contract takes effect when you confirm and pay with debit or credit card, when we receive your booking form or signed copy of the confirmation of booking. The contract lasts until you and your party leave the Resort. A contract will come into existence between you and Butlins when:

- we tell you on the telephone that your booking is confirmed or
- we accept your deposit payment by issuing written confirmation of your booking.

The contract binds you and all the members of your party including day visitors. The contract lasts until you and your party leave the resort. It is your responsibility to ensure that all members of your party accept the terms and conditions of reservation and the provisions contained in Terms and Conditions. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking.

You remain the lead guest and contact point for the booking; you must attend the break booked. Your break cannot be passed or sold to a third party. We will only discuss details of the booking with you, the lead guest.

6. Brochure accuracy

We take care to ensure all information, photographs and accommodation descriptions have been compiled from the most accurate sources available at the time of going to press. Photographs and artists impressions are illustrative only. Some facilities may vary between the Resorts, please read Resort specific information carefully. All details and information on the Butlins Resorts are correct at time of going to press in April 2011.

Accommodation décor, size and layout may vary from one Resort to another. Not all accommodation is at ground level. Housekeeping is defined as making beds, emptying rubbish and cleaning the bathroom daily, except Wednesdays and Sundays. Prices subject to availability.

Please note that Spring Harvest breaks differ to those offered by Butlins, so not all details in a Butlins brochure, or on their website, will apply. If you are in any doubt or want to be sure of any particular aspect of your holiday, please ask Spring Harvest Customer Service to confirm it.

7. Free

Within this brochure, reference to items as 'free' means they are included within the cost of the holiday.

8. If you change your booking

If you wish to add more guests to a booking, you will not be charged an amendment fee. Other changes to your booking, for example a change of name, will incur an amendment fee of £20. Any change to the lead guest's details are treated as a cancellation and subject to cancellation charges as outlined below. Part cancellations

are subject to our normal cancellation charges (see If you cancel your booking). If you have holiday insurance, you may be able to reclaim the charges.

Any changes must be made at least 56 days before the start of your break by telephone to us on 0845 070 4764 (Minehead) or 0845 070 4753 (Skegness), or in writing by the lead name on the booking.

Where changes are sought to be made within 56 days of the start of the break it will be treated as a cancellation and be subject to cancellation charges as outlined in the next section.

Part cancellations are also subject to our normal cancellation charges (see below). If you have holiday insurance you can reclaim the charges.

9. If you cancel your booking

It may be necessary to cancel your break due to illness, accident or change of circumstances. If you have taken our recommended insurance, charges arising from the cancellation will be covered in most cases. If you have not taken our recommended insurance, there will be no refund for any monies lost. We strongly advise that you take our recommended cover in order to protect yourself and your party.

As soon as you know that you need to cancel, call the Customer Care team on 0845 070 4757 (calls charged at standard national rate) or see your Travel Agent. Cancellation charges are calculated from the date we receive your verbal instructions to our Customer Care team, please see table below:

Days before you start your break	Cancellation charge
Min. cancellation charge	Deposit and insurance premium
56 days or more	Deposit and insurance premium
55 - 43 days	40% and insurance premium
42 - 29 days	60% and insurance premium
28 days or fewer	100% and insurance premium

Cancellation charges are calculated based on the start date of your holiday; in the event of this being amended, charges will apply to the earliest date whether this is the original or amended start date. Deposit payments are non-refundable and non-transferable in all circumstances. Any refunds due can only be made by the original payment method. If you have not arrived by 8am on the morning after your break was due to commence, or contacted the resort to confirm your arrival, we will assume that the break is cancelled and the total cost and the insurance premium will be forfeited.

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

10. If we make any major alterations to your booking

It may become necessary to make alterations in advance of your holiday in which case we will endeavour to advise you in writing as soon as possible.

You will have the following options if we make a major change to your booking:

- accept the alternative arrangements as notified to you
- full refund of any money you have paid.

11. Minor alterations

Alterations such as the withdrawal of certain amenities, facilities, activities and entertainment, may be made by Butlins or Spring Harvest for reasons beyond our control without any obligation or liability.

12. Limitation of liability

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

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

For all claims (except death or personal injury caused by the negligence of Butlins, our employees or agents) that arise from the non-performance or improper performance of terms in our contract, Butlins may in its absolute discretion pay compensation that is reasonable in all circumstances.

13. Late bookings

For any holiday booked within 56 days prior to the holiday start date full payment is required.

14. Pricing

We reserve the right to raise or lower our break prices and other charges at any time before booking. Please note that all prices shown are inclusive of VAT at 20%.

Dinner, Bed & Breakfast prices are per adult or child, per break and are based on a minimum of two adults sharing one unit of accommodation. Adult prices shown are per adult aged 15 years and over. Child prices are per child aged 2-14 years.

Self-catering prices are per unit per break based on the number of people stated sharing one unit of accommodation. For infants under 2 years in both Self-catering and Half Board accommodation cots are available.

15. Arrival & departure times

Your accommodation keys will be available from 2.30pm on the day of arrival although your accommodation may not be fully prepared until 4pm. You are welcome to use all other facilities on your arrival day from 2.30pm. Please bring your confirmation of booking with you. A meal will be available for Dinner, Bed & Breakfast guests arriving at their allocated restaurant prior to 7.30pm on their arrival night. On your departure day, we ask that you vacate your accommodation by 9.30am and return your keys to the key office. You are welcome to use the other Resort facilities until 12pm on your departure day.

16. Club membership

When you confirm your booking contract (reservation), you are also applying for membership of Butlins entertainment club, which is a legal requirement in order to use certain facilities. Personal details, including home address and age, must be correct. All adults booked must appear on the Electoral Roll at the address given on the booking without exception. If you or your guests fail to provide this information, we reserve the right to terminate the contract without recompense. Please see Data Protection information.

17. Children

Except for when registered in the appropriate Spring Harvest programme sessions, children aged 11 years and under may not be left alone without full adult supervision. All Butlins services/facilities for children over 5 years are not childcare facilities. Whilst every care is taken, children remain the responsibility of their parents or guardians at all times. At least one adult must occupy each unit of accommodation.

18. Pets

Pets are not permitted in the main Butlins Resort. Assistance dogs are accepted by prior agreement.

19. We need to know

- Your name and address.
- The names and addresses of all members of your party. This is a legal requirement to allow membership of the Butlins entertainment club and the use of the range of activities and facilities whilst on your break.
- Ages and relationships in order for us to allocate the most appropriate accommodation.
- Whether any of your party have restricted mobility or access requirements – see Disabled Guests section.

Please note that only the guests listed on the confirmation of booking may occupy the accommodation. If any other person/persons are found in occupation,

Butlins will terminate the contract, the guests and unauthorised persons will be asked to leave the Resort immediately and refunds will not be given.

20. Health & safety

For the safety and well being of our guests, not all facilities are available to everyone and height restrictions do apply on all our rides and activities.

Splash Waterworld. In Splash Waterworld, all non-swimmers under 14 years and children aged 8 years and under must be accompanied by an adult. Only competent swimmers may use certain flume rides.

Contagious Diseases. Should anyone be diagnosed as having an infectious or contagious disease, they will be asked to seek outside medical assistance and to leave the Resort. Please note that we are unable to offer refunds in such circumstances and we recommend you take out insurance. Proof of Age. This may be asked for when buying alcohol on Resort.

21. Guests with a disability

If you have any special requirements please let us know at the time of booking. We will do our best to meet these requirements but advise they cannot always be guaranteed. If your special request is a necessity for you to be able to take a break, please contact our Butlins Call Centre for advice prior to making your booking. If any member of your party has restricted mobility or access requirements, please call 0845 070 4748 and ask for the Disability Helpline.

We should also point out that for safety reasons, certain venues within our Resorts may not be accessible for guests using wheelchairs, so please check when you book. Renal Services provide information regarding local dialysis services, please call 0207 222 3014 for more information or visit www.renalservices.com

22. Funfair rides

Restrictions and additional charges may apply on certain rides and other facilities. To meet certification requirements and maintain our ongoing improvement policy, all our funfair rides are regularly inspected and maintained by specialist engineers. They may be closed at certain times for work to be carried out, please check with your Resort. Rides are subject to weather conditions. Butlins actively works within the Health and Safety Executive's Code of Safe Practice HS G 175 Fairgrounds and Amusement Parks, which states that operators should 'take reasonably practicable measures to identify and exclude any individuals who cannot ride safely'. The code specifically includes persons who 'have a physical injury or other condition' that impairs their ability to use the ride safely. Ride attendants assess guests according to these recommendations. Unfortunately, this may present limitations to some disabled guests; those, for example, who cannot brace or support themselves in the seat of a given ride.

23. If you have a comment

If you are dissatisfied with any aspect of your holiday whilst on resort, please speak to the Team Leader or Manager responsible for the area concerned. If they are unable to resolve the issue, then please speak to the Guest Services team. They will endeavour to help you immediately so that you can enjoy the rest of your stay. If you do not give us the opportunity to resolve the problem locally by reporting it whilst on resort, we may not be able to deal positively with any complaint on your return. Claims may be reduced or rejected if we have not been given the opportunity to put matters right or investigate your concerns.

If, at the end of your holiday, you feel that we have not dealt with your complaint satisfactorily, the lead guest should write to the resort Director, or alternatively, to Butlins Guest Services, 1 Park Lane, Hemel Hempstead, HP2 4YL or via email to guest.services@butlins.com. Please submit any written comments within 28 days of returning from your break so that we can properly

investigate your complaint. Please write your holiday reference number on your letter and include your telephone numbers.

24. General

Please show consideration to other guests and Butlins/Spring Harvest team members at all times and treat the facilities with respect. Offensive or illegal behaviour and excessive noise will not be tolerated. If guests fail to comply with these rules, their contract may be terminated and they and their party will be asked to leave the Resort immediately (refunds will not be given). Contracts will also be terminated if Butlins has a reasonable suspicion that any guest has committed, or intends to commit an offence.

Please treat your accommodation with care and respect. You will be held responsible for any damage caused during your stay. Damage to the accommodation may also result in the termination of the holiday with no compensation. On departure, please leave the accommodation in a clean and tidy condition. Please check your accommodation carefully prior to departure as we do not accept liability for items left behind upon your departure. Butlins reserve the right to enter accommodation at any time and for any reason to ensure the safety and well-being of our guests.

Butlins reserves the right to require any guest to be interviewed by us, on Butlins premises, to enable us to look into instances of damage or nuisance to Butlins property or guests. Any person who refuses to comply without a reasonable excuse will be treated as having terminated their contract. They and their party will be asked to leave immediately and refunds will not be given. Guests are advised not to bring privately owned electrical appliances to any Resort. However, if guests do so, they use the equipment at their own risk.

The availability of some outdoor facilities and entertainment may be affected by adverse weather conditions.

25. TV filming & photography

Due to the popularity of Butlins, we get requests from TV and other companies to film/photograph on resort, many of which we accommodate. We also take our own Butlins promotional films and photographs on the resorts throughout the year. Please be aware that photographic shoots and/or filming may be in progress during your holiday, and ensure that you are aware of the positioning of cameras at all times. We do not accept responsibility if, contrary to your wishes, you appear on film or in photographs.

26. Spring Harvest can accept no liability for any form of damage or loss suffered by wheelchair users and/or Spring Harvest team members howsoever caused whilst helping with mobility.

27. Wristbands

As one of our safety measures, we operate a wristband policy and these are issued to guests at check-in. It is your responsibility to ensure you look after and wear your wristband at all times whilst on Resort. Guests without wristbands will not be granted entry to any venues and may be required to leave the Resort without refund. Should you lose your wristband, please contact the Spring Harvest stand in the Skyline.

28. Alcohol

For the safety, wellbeing and enjoyment of all our guests, we do not allow guests to bring excessive quantities of alcohol onto the resort. The quantity that is deemed excessive will be at the absolute discretion of the resort Team.

Where excessive quantities of alcohol are/have been brought onto the resort, then the alcohol will be removed and returned only at the end of the break. Where repeated attempts to breach this condition are made, Butlins reserves the right to terminate the contract without notice and without refund of monies paid.