

Terms and Conditions

Data Protection Use of Your Personal Information

Butlins Skyline Ltd is notified (registered) as a data controller 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 us and/or any information that is provided to us by your Travel Agent to process your booking and provide you with your holiday. We may need to pass your information to third party service providers such as insurance companies and travel providers, if you have requested these additional facilities.

If there are other members in your party, you must ensure that you inform them of the information about them that you are providing to us and what we will use it for. You may also choose to provide us with information about your health or the health of members in your party to enable us to assist you with any special needs. This information will only be used for the specific purpose(s) for which you provide it to us. Please note that we can only discuss/amend a booking with the lead guest.

Where you have booked your holiday through a Travel Agent, or have asked us to book any additional facilities on your behalf, you should also refer to the agent/service provider's own data protection policy for details of how they will use your personal information.

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.

Butlins Skyline Ltd may monitor and record telephone calls made to our reservations department for quality control and staff training purposes.

Booking a Butlins break There are 4 easy ways to book:

Online – www.butlins.com

You can book direct via our website in the Book Now section. It also provides the latest information available on our holidays.

By telephone – call us on the telephone number listed on our Contact Us notepads, see bottom right.

In order to maintain Butlins high standards of communication, 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.

Travel Agent – see your Travel Agent who will be happy to check availability and make the booking on your behalf.

Visit the Holiday Booking Shop while you are on Resort

Please note that all bookings for any family break which include under 18s should include a responsible adult who is at least 25 years of age.

Paying for your break

To ensure that we can meet all requirements, please do not send any payments to Butlins or your Travel Agent until you have read the terms and conditions of reservation.



The easiest way to pay for your holiday is by debit or credit card over the telephone. We accept the following:

Our preferred method of payment is by Delta or Switch. However, we do accept MasterCard and Visa for both the deposit and the full balance payment. American Express is not accepted.

At the time of booking we will require:

- Card number
- The last 3 digits of your security code
- Expiry date
- Cardholder's name and address if different from lead name on booking

You will be pleased to know that we do not charge you anything extra when you pay by credit card or debit card.

Cheques and Postal Orders If you are booking by post, cheques and postal orders should be made payable to Butlins Skyline Ltd. and sent to 1 Park Lane, Hemel Hempstead, Herts, HP2 4YL.

Do not send cash as we are unable to accept cash payments.

There is a £20 charge for dealing with cheques that are refused at the bank.

Please note that post-dated cheques will not be accepted. Any bank charges incurred for these cheques are solely the customers' responsibility.

If you are booking through a Travel Agent, cheques should be made payable to them. A confirmation of booking will be sent to your Travel Agent.

Whether you booked direct with Butlins or through a Travel Agent, the deposit will be deducted from the payable balance.

The date for payment of the balance will be shown on your confirmation of booking. Payments by either post or telephone including debit or credit card payments must reach Butlins Call Centre no later than 56 days before the start of your break. **Please note balance reminders will not be sent.** For bookings starting within 56 days of the break start date, full payment is required, see 'Late Bookings' section below.

Insurance

Optional insurance payment must accompany your deposit payment on confirmation of booking. Premiums are non-refundable, see page 81.

The contract

The contract takes effect when you confirm and pay with debit or credit card. When we receive your signed copy of the confirmation of booking, or when your payment is received from the Travel Agent. 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 or online over the internet, that your booking is confirmed or
- we accept your deposit payment by issuing written confirmation of your booking or
- when your Travel Agent tells you your booking is confirmed

The contract binds you and all the members of your party, including day visitors. 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 holiday cannot be passed or sold to a third party. We will only discuss the details of the booking with you, the lead guest.

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. It should be noted that photographs and artists' impressions are illustrative only. Please note 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 2008.

Accommodation decor, size and layout may vary from one Resort to another. The pictures featured within this brochure are a typical representation. (Please note that not all accommodation is identical to the pictures shown in the brochure, also not all accommodation is at ground level.) Housekeeping is defined as making beds, emptying rubbish and cleaning the bathroom daily, except Wednesdays and Sundays.

Free

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

Your reservation

The deposit and insurance, if required, must be paid within 4 working days of making the booking, otherwise the booking will automatically lapse. When you receive your confirmation of booking, please telephone our Customer Care team on **0845 070 4740** or see your Travel Agent if any of the details contained in it are incorrect. With this confirmation will be statements of cover for your insurance, and any other relevant information.

If you change your booking

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

Date changes and Resort transfers

If you wish to change the date of your holiday or request a change of Resort, you will be charged an amendment fee of £20, subject to availability. You will also incur additional charges if the cost of your holiday rises. It should be noted that we cannot change dates from one calendar year to the next.

If you wish to change your booking, please contact the Customer Care team on **0845 070 4740**. It should be noted that all requests must be made by telephone or in writing by the lead name on the booking or their travel agent only. 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 (see **If you cancel your booking**).

Part cancellations are also subject to our normal cancellation charges (see **If you cancel your booking**). If you have holiday insurance, you can reclaim the charges.

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. It should be noted that if you have not taken our recommended insurance, there is no automatic right to a refund. On this basis we strongly advise that you take our recommended cover.

As soon as you know that you need to cancel, call the Customer Care team on **0845 070 4740** (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.

Length of time before you start your break	Cancellation charge
56 days or more	Deposit and insurance premium
43-55 days	30% + deposit and insurance premium
42-29 days	50% + deposit and insurance premium
28 days or less	100% + deposit and insurance premium

Deposit payments are non-refundable and non-transferable in all circumstances. Any refunds due can only be made by the method of the original payment.

If, following a date change and/or Resort transfer, you wish to cancel your holiday, it should be noted that cancellation charges will apply from the original start date of your holiday.

If you have not arrived by 8am on the morning after your break was due to commence, or contacted the Resort concerned to confirm when you will arrive, we will assume that the break is cancelled and the total cost and the insurance premium will be forfeited.

If we change or cancel your booking

Our aim is to provide all the services, facilities and entertainment as described in our brochure. Should it be necessary for us to make any major changes to your booking, or in exceptional circumstances to cancel your booking, we will endeavour to advise you or your travel agent as soon as possible and provide the following options:

- A replacement holiday comparable to the one booked
- A replacement holiday together with the difference in price between the replacement holiday and the holiday booked
- full refund

In addition to the above and provided it does not arise from circumstances beyond our control, we will also pay you compensation for any provable loss.

Minor alterations

Alterations such as the withdrawal of certain amenities, facilities, activities and entertainment, may be made by Butlins for reasons beyond our control.

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 was 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 other than death or personal injury which result from the non-performance or improper performance of our contract, we will pay compensation that is reasonable in all circumstances. Please notify any shortcomings or complaints to the Guest Services team at your Resort immediately so that they can be remedied. Claims may be reduced or rejected if we have not been given the opportunity to put matters right or investigate your concerns.

Late bookings

For any holiday booked within 56 days prior to the holiday start date full payment is required. If paying by a personal cheque this will need to arrive at Butlins Call Centre at least 21 days before the holiday start date. If the holiday is booked within 14 days, payment will need to be by credit or debit card over the phone and the card must be presented, along with a form of photo identification before room keys can be issued.

Pricing

All pricing is subject to promotional availability at the time of booking your break. We guarantee that the price shown and agreed on your confirmation of booking for the accommodation, party size and insurance plus any supplements is the amount payable by you. The prices and offers within this brochure supersede any previous brochure prices and offers.

Prices in this brochure are valid until the next edition of the Butlins brochure is printed. Please note that all prices shown are inclusive of VAT at the rate of 17.5%.

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 person (adult or child) per break based on 4 people sharing one unit of accommodation. The minimum charge is four times the per person price. For parties of 5 or more sharing one unit of accommodation, please multiply the per person price shown in the grid by the total number in the party.

Infants under 24 months in both self-catering and dinner, bed and breakfast accommodation, cots are available at £10 per cot. Alternatively a charge of £35 per break is made for 3 or 4 nights or £50 for 6 or 7 night breaks when children under 24 months occupy a bed.

Single occupancy policy Please note there is an additional supplement for a single person occupying a dinner, bed and breakfast room. This does not apply to self-catered, where we always require a minimum of 4 persons to occupy a unit.

Under occupancy Please note, dinner, bed and breakfast apartments are based on a minimum of 4 persons sharing. Selected units of accommodation only are available for smaller party sizes but are subject to an under occupancy charge.

Offers and promotional availability

All the Butlins offers are subject to limited promotional availability. Due to the ever increasing popularity of Butlins breaks, offers can run out from time to time. In this instance, we will be happy to assist in finding an alternative holiday. Please remember to quote the applicable offer code as this will help us to find the best price and offer available.

Holiday Booking Money Back Guarantees

Breaks booked at the Holiday Booking Shop on Resort are covered by our Price Promise. If the break is offered for sale to the general public at a lower price than it was sold under the Price Promise offer, subject to the below terms and conditions, customers will be eligible for a refund of the price difference.

- The refund is subject to the advertised break being for the same location, duration, date, board basis (Dinner, bed and breakfast or Self-catering) and accommodation type and at a lower price than originally sold under the Price Promise offer
- Available on all breaks in the current Butlins brochure
- All Butlins Offers are subject to promotional availability and can be withdrawn at any time. Due to the increased popularity of our breaks and Resorts, offers do run out. In this event, one of our advisors will be happy to assist in finding an alternative or offering advice on the next best available offer
- This offer cannot be combined with any other offer or discount unless stated in the current brochure
- Standard Non-refundable deposit and standard pre-payment conditions apply as per this brochure
- 3rd party promotions and exclusive offers on www.butlins.com and to our Premier guests are excluded from the above terms
- If you find your holiday (same location, duration, date, board basis and accommodation type) advertised cheaper elsewhere after booking at the Holiday Booking Shop on Resort, contact us by phone, email or in person with the full details (we'll need confirmation number and details of the cheaper holiday offer) and we'll refund 100% of the price difference. All claims must be made no later than 7 days after the start of the holiday.

Arrival and departure times

Your accommodation key passes will be available on the day of arrival, as follows:

Bognor Regis Standard, Silver	16:00
Gold, Deluxe and Premier Members	14:30
Shoreline Hotel	14:00

Minehead Standard, Silver	16:00
Gold, Deluxe and Premier Members (Key passes can be collected from 1pm)	14:30

Skegness Standard, Silver	16:00
Gold and Premier Members	14:30

Key passes will not activate until the times specified above on the day of arrival. However, you may use all other facilities on your arrival day, before check-in. Please bring your confirmation of booking with you. Fully paid accommodation will be held until 8am on the day following the date your break was due to commence and part paid or unpaid accommodation will be held until 10pm on the planned arrival date unless prior arrangements have been made with Butlins. A meal will be available for dinner, bed and breakfast guests arriving at their allocated restaurant prior to 7.30pm on their arrival night. Unfortunately we are unable to cater for those guests arriving after this time and no refunds will be given for meals missed due to late arrival. On your departure day, we ask that you vacate your accommodation by 10am and return your keys to Guest services or leave them at the main gate as you leave the Resort. You are welcome to use the other Resort facilities until 12pm on your departure day.

Club membership

When you confirm your booking contract (reservation) you are also applying for membership of the Butlins entertainment club which is a legal requirement in order to use certain facilities. The personal details given, including home address and age, must therefore be correct. Please note that 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. For more details, please see Data Protection information.

Children

Children aged 8 years and under may not be left alone without full adult supervision. All 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 (as they do in all the facilities listed in this brochure). Butlins will not accept bookings for parties where there are more than six children (under 15yrs) per adult. At least one adult must occupy each unit of accommodation.

Pets

Pets are not permitted in the main Butlins Resort. Assistance dogs are accepted by prior agreement. Caravan owners who wish to bring their pet dog or cat should contact their chosen Resort of Skegness or Minehead to make arrangements. Dogs and cats are restricted to the Caravan Owners section and are not allowed in the main Butlins Resort. Check with your Resort which dog breeds are not permitted. Butlins reserves the right to refuse any animal which is considered to be dangerous.

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

Health and 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. Please be aware that loose items including goggles cannot be worn on the flumes.

Funfair Restrictions and additional charges may apply on certain funfair 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 chosen Resort. Rides are subject to weather conditions.

Contagious Diseases – Should anyone be suspected of having a contagious disease which has the potential to infect a large number of people in a short period of time, they will be asked to leave the Resort, or if this is not possible, restrictions will be placed upon them to prevent the virus being transmitted to others. We are unable to offer refunds in such circumstances and recommend you take out or another parties holiday insurance policy to include sickness cover.

Proof of Age This may be asked for when buying alcohol on Resort. Accepted forms of ID are a photographic drivers licence or a passport.

Guests with special needs

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 would advise they cannot always be guaranteed. If your special request is a necessity for you to be able to take a break, or any member of your party has restricted mobility or access requirements, please contact our Butlins Special Needs Co-ordinators on **0845 070 4748**.

Butlins has a limited number of fully-adapted accommodation units, which may be suitable for guests with disabilities. In order for Butlins to provide you with full information of what is available on Resort and to discuss your specific requirements and needs please call our Butlins Special Needs Co-ordinators on **0845 070 4748**

When a booking is made, a special needs information form is forwarded to the guest with the holiday confirmation and it is a requirement of the booking that this form is completed and returned in advance of the holiday to the Resort Special Needs Co-ordinator.

The details we require are:

- The number of disabled guests and carers in your party
- Advice of any special needs these guests may require
- The number and of sizes of wheelchairs being brought to Resort
- The number and size of hoists being brought to Resort
- The numbers of and widths of any scooters being brought to the Resort
- Details of any prescribed medication and any specific storage requirements

We wish to ensure that we can provide the right accommodation and service to you and hence require the above details in order for us to meet your expectations.

There are facilities for dialysis close to Resorts. For dialysis treatment while on holiday: for Bognor Regis and Shoreline Hotel, contact **02392 463976** (located at nearby Warner Lakeside Hayling Island), for Minehead Resort, contact Travel Dialysis on **01932 855999** who will confirm the nearest location to Minehead, for Skegness Resort, contact Beacon Medical Practice on **01754 897000**.

Royal National Institute for the Deaf – Typetalk

We welcome enquiries from RNID Typetalk, their national telephone relay service for the deaf, deafened, hard of hearing, deafblind and speech-impaired people. For further information on this service, contact by Telephone **0800 7311 888**, Textphone **0800 500 888**, or email: helpline@mid-typetalk.org.uk Website: www.mid-typetalk.org.uk

Funfair rides

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', which 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 seating of a given ride.

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, please write to the Resort Director, or alternatively, to Butlins Guest Services, 1 Park Lane, Hemel Hempstead, HP2 4YL. We ask that you submit any written claim within 28 days of returning from your holiday to give us the opportunity to properly investigate your complaint. Please write your holiday reference number on your letter and include your daytime and evening telephone numbers.

General

Please show consideration to other guests and Butlins 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. It may be inspected at the end of the holiday. 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. Check your accommodation carefully prior to departure as we do not accept liability for items left behind. We reserve the right to charge you during or after your stay for any loss or damage to our property. Butlins also 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.

We reserve the right of entry to our Resorts, and the right to refuse entry to our Resorts without notice.

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.

Be aware that some of our entertainment shows use strobe lighting. The availability of some outdoor facilities and entertainment may be affected by adverse weather conditions.

TV filming and photography

Due to the popularity of Butlins we get requests from TV or other companies to film/photograph on Resort, many of which we accommodate. We also take our own Butlins promotional photographs and films 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 will not accept responsibility if contrary to your wishes, you appear on film or in photographs.

Bookings taken for major public holiday periods

Please note that all bookings taken for breaks commencing between 14 December and 30 December and other major public and bank holiday periods are subject to a maximum group size of 8. Members of the same family and/or friends who are previously known to each other or travelling together or reside at the same address will be considered as a group for the purposes of these terms irrespective of whether separate bookings have been made. If you or your guests fail to provide this information, we reserve the right to terminate the contract without recompense. Groups of 9 or more persons should speak to our advisors on **0845 070 4740** and provide the full names and addresses of all party members, who will then contact the relevant Director for approval. Butlins reserves the right to terminate the contract of any guests found to be in breach of this requirement without notice and require the guests to leave the Resort without refund of monies paid.

Please note that all adults booked during the above period must appear on the Electoral Roll at the address given on the booking without exception.