



RICHARDSON'S
HEMSBY BEACH
- HOLIDAY PARK -
TERMS & CONDITIONS

BOOKING CONDITIONS

In these booking conditions, 'you' and 'your' means all people named on the booking (including anyone who is added or replaced at a later date). 'We', 'us', 'our', and the 'Park/Village' means Richardsons Leisure Limited of The Staithe, Stalham, Norfolk, NR12 9BX.

FAIR TRADING TERMS

Please read this carefully. When you book your holiday with us you are entering into a contract which binds you and us in various ways. You'll see we have clearly set out the booking conditions with a list of responsibilities and commitments we and you have towards each other. In making a booking you warrant that you are 18 years of age or over and have the authority to accept and do accept on behalf of your party the terms and conditions below.

I. TERMS

All terms are per week or per short break for the accommodation as equipped and described. The usual time of take-over is from 4pm for Holiday Parks and 3pm for Holiday Villages (subject to unavoidable delays). You must leave your accommodation by the time stated on your hire invoice (usually 10.00am). You are obliged to leave everything in a clean and tidy condition. Prices include VAT at the rates applicable at the time of printing and are subject to change if the rate or application of VAT changes. In the event of a change in the rate of VAT during the course of the year your holiday will be invoiced at the new amount of VAT, unless you have already taken your holiday or paid the balance in full, prior to the date of change. Our Hire Invoice and Booking Acceptance is not a VAT invoice. We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking. Offers - All offers are subject to promotional availability at the time of booking and subject to specific offer terms and conditions, and exclusions

apply. Also, we can withdraw our offers at any time. We also reserve the right to correct errors in confirmed prices. In this case we will contact you as soon as we become aware of the error. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies you have paid to us providing you notify us within fourteen days of our advising you of the error. We promise we will not seek to correct any error in a confirmed price within eight weeks of the start of your holiday or more than seven days after you make your booking.

2. MAKING A BOOKING

A binding contract comes into existence between us once we have received your payment and we have issued a Hire Invoice and Booking Confirmation. If you book by phone, we will send your confirmation to you by post. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email and post. It is your responsibility to check your emails regularly and to let us know about any change to your email address. You must check your Hire Invoice and Booking Confirmation, and any other documents we may send you, carefully as soon as you receive them. If any information appears to be inaccurate in any way you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any documents within 10 days of our sending it out. Changes by You: Once a booking has been confirmed to us, should you require us to amend it or re-invoice you for any reason then a fee of £26 will be charged. Up to 8 weeks before the holiday start date you may change your accommodation to another Richardsons Park/Village within the same calendar year, subject to availability and the payment of the above fee. You may transfer your booking to someone else / another party (introduced by you) at any time providing you notify us in writing and pay the admin fee of £26 and then any outstanding balance. There are strictly no holiday date changes or downgrades within 8 weeks of your holiday start date.

3. NUMBER IN YOUR PARTY

It is a condition of your booking that the total number in your party shall not exceed the capacity of the accommodation as advertised in this brochure. Babies under 2 are counted as members of your party.

4. BOOKING MONIES

When you book you must pay the applicable Initial Payment shown in this brochure. This Initial Payment includes your premium for Cancellation Protection (if purchased at the time of booking) together with your Booking Deposit as part payment towards the cost of your holiday. Your Balance-of-Hire-Money is due and payable by the date printed on your Hire Invoice (8-weeks before your holiday start date). For

bookings made within 8-weeks of your holiday start date you pay the full monies when you make your booking. We reserve the right to pass on to you any bank charges and other costs we incur if we have to represent a cheque or process late payments. The prices shown in the brochure are cash prices only. Where you choose to pay by credit card we will make a charge of 1.5% in respect of each payment by credit card. There is currently no charge for debit cards.

5. CANCELLATION BY YOU

Telephone us immediately if you have to cancel your holiday. Then on the same day send us by first class mail your hire invoice or take this action through your travel agent. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing. If you cancel up to 8 weeks before your holiday start date you will lose any monies paid. If you cancel within 8 weeks of your holiday start date you will lose any monies paid and are liable for the full balance of your holiday.

All or part of your liabilities as stated above may be covered by our Cancellation Protection if your reason for cancellation is one of those covered.

6. CANCELLATION BY US

We can cancel your holiday and any other holiday we operate. On rare occasions we may need to cancel your holiday if there has been insufficient demand for your particular holiday. If we have to cancel a holiday for any particular reason we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer, you can choose another holiday from us, and pay, or receive a full refund of any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges.

7. MINORS

We cannot accept bookings from anyone under 18-years of age.

8. AVAILABILITY

Your booking is accepted on the understanding that your confirmed accommodation will be available for your use on the agreed date. Very occasionally, "force majeure" does not make this possible. Where "force majeure" (as defined in Condition 11) arises, we have the right to cancel your booking. In this event, we will endeavour to offer you an alternative accommodation, if available. If we cannot do so or if you do not wish to accept the alternative we offer, we will refund all monies you have paid to us in full. Where any cancellation or change results from "force majeure" as

defined in Condition 11, our liabilities are limited to offering you an alternative accommodation (where available) or full refund as set out above. We regret we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change. We reserve the right to alter or withdraw amenities or facilities or the whole or any part of any programme of activities which have either been advertised or previously available without prior notice. Opening times may be limited outside the main holiday season.

9. UNREASONABLE BEHAVIOUR

We have the right to refuse to hand over accommodation to any person(s) who, in our opinion, is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full and the Contract shall be discharged and we will not have any further liability. If in our opinion any person(s) is not suitable to continue the holiday because of unreasonable behaviour, damage to property or annoyance to other holidaymakers or members of our Team the Contract may be discharged. In this event the hirer shall remain liable to pay the hire price and no refund shall be due.

10. DISABILITIES AND MEDICAL PROBLEMS

To ensure the accommodation is suitable for visitors with a disability, it is essential that all booking requests from parties including people with special needs, give us full and clear details of those needs at the time of booking. We also require confirmation as to whether or not the disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements. If we reasonably feel unable to properly meet that person's particular needs, we must reserve the right on their behalf to refuse or cancel the reservation.

11. FORCE MAJEURE

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to "force majeure". Circumstances amounting to "force majeure" include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or strain. Whilst every effort is made to ensure your safety, if you wish to get involved in such activities we cannot accept responsibility for your own judgement and/or responsibilities whilst undertaking such activities.

12. YOUR VEHICLES

Your vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of the negligence of ourselves or our employees or agents.

13. LIABILITY

You are responsible for any loss or damage caused to your accommodation or Holiday Park or Village equipment during your stay. We have the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise. Neither we nor the Park/Village can accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) for any cause whatsoever other than in the case of the proven negligence of ourselves or our employees or agents.

For your enjoyment and relaxation, and on the requests of our guests, Richardsons Holidays include an element of physical activities options, some of which will require some physical exertion and exposure with resultant body stress or strain. Whilst every effort is made to ensure your safety, if you do wish to get involved in such activities we cannot accept responsibility for your own judgement and/or responsibilities whilst undertaking such activities.

14. COMMENTS OR CONCERNS

You must notify any shortcomings with your accommodation to the Park/Village representative immediately so that remedial action, if appropriate, can be taken. We cannot accept any liability in relation to any shortcomings or claim of whatever nature if you fail to notify the Park's/Village's representative(s) of any complaint or claim during your holiday and write to us within 28 days of the end of your holiday. In the case of multiple bookings and the occupants of one unit encountering problems which inhibit the enjoyment of the holiday, no claim can be made against us in respect of the additional units or occupants thereof.

15. HOLIDAY CLUBS (WHERE APPLICABLE)

Temporary membership is essential to enable guests to use the licensed facilities. If any guest is under 18 years of age, he or she will not be permitted to purchase alcoholic beverages. Completion of the reservation form constitutes the application for membership. All guests undertake to conform to the Club rules. The full enjoyment of the recreational facilities - swimming pool, ballroom, tennis and sports facilities - is made available by membership of the relevant Park/Village.

16. PETS

Registered guide and support dogs are allowed in all accommodation featured in this brochure even if the accommodation description says that pets are not allowed. If you or any members of the party have an allergy, we cannot guarantee that registered guide or support dogs have not stayed in your chosen accommodation, nor can we accept any legal responsibility for any suffering as a result of animals having been there. At the Holiday Villages registered assistance dogs only - see Condition 17

17. ASSISTANCE DOGS

Registered assistance dogs will be accepted free of charge at the locations in this brochure, subject to availability of suitable accommodation.

18. PERSONAL HOLIDAY INSURANCE

You are strongly recommended to take out Personal Holiday Insurance for your holiday. Personal Insurance details are available on request.

19. DATA PROTECTION POLICY

In order to process your booking we will need to collect and process personal information you provide. We may from time to time record phone calls to our contact centre; we do this for training purposes and to improve the overall quality of our service. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your accommodation and travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not however, pass any information onto any person not responsible for part of your accommodation and travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant person). Your data controller is: Richardsons Leisure Ltd. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please write to us.

20. OUR RIGHT TO DECLINE A BOOKING

For the protection and enjoyment of all guests we reserve the right to ask for information about any members of a party including gender, age and address. If we

believe a holiday is unsuitable for any group we will decline the booking at our sole discretion.

21. BROCHURE AND WEBSITE ACCURACY

We have taken care to ensure accuracy at the time of publication of our brochure and continuously with our website. However, information and prices may have changed by the time you book. There may be small differences between the actual accommodation and facilities as we are always looking for ways to make improvements. We will endeavour to notify you of any material change or inaccuracy of which we are aware as soon as reasonably practical.

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