

OUR AGREEMENT WITH YOU

Part 1

PRICE OF YOUR BREAK AND WHAT IT INCLUDES

The price you pay for your break is that which is applicable at the time you make your reservation. Please note that prices are reviewed several times a year and may go down as well as up. The price for your break is shown on the current tariff and will be shown on the Confirmation that we send you, either by post or electronically.

This price includes:

- Use of your accommodation for the maximum numbers of guests indicated in the description.
- Bed linen, except cot linen.
- Charges for additional services as requested by you when booking. Prices as per the additional tariff.
- Use of on-site facilities. There may be additional charges for some of these.
- Membership of West Bay Country Club.
- Price includes one return car ferry per cottage and up to 6 persons.

CONFIRMING YOUR BOOKING AND PAYMENT

We will send you by post or electronically, a Confirmation of your Booking, requesting payment unless already made. It will show the price for your break and any additional charges.

You should check that the details on the confirmation are correct.

You must inform The West Bay Club if any of the information is incorrect, or subsequently becomes incorrect.

You must ensure that you pay the required amount in accordance with the payment schedule shown on the Confirmation.

If you do not, we have the right to cancel your holiday and retain your deposit. See Paragraph 14.

AMENDMENT CHARGE

Should you wish to amend your booking in any way, please contact us immediately. We will then do our best to make the necessary arrangements for you and if we can meet your requirements, a revised confirmation of booking will be forwarded to you. We reserve the right to charge £20.00 for each amendment.

ADDITIONAL ACCOMMODATION CHARGES

- Towel Packs, Cots and Highchairs may be pre-booked.
- Pre-arrival pack can be pre-booked.
- Telephone-call charges are available on request. On site internal calls are free of charge.

ARRIVAL AND DEPARTURE

Your accommodation will be available at approximately 4pm, but you are welcome to arrive earlier and use the facilities.

There will be staff available to assist you with transporting your luggage to your Cottage. Each Cottage will be allocated one car parking space in the car park nearest to your cottage.

When **leaving**, please vacate your Cottage by 10am and return your keys to Reception so that we may prepare it for incoming guests. Your accommodation must be left in a clean and tidy condition and the inventory complete.

Lost keys will be charged at £10.00.

SPECIAL REQUIREMENTS

We welcome guests with disabilities and aim to ensure that our facilities are as accessible as possible to all. In order for us to allocate the accommodation correctly do please let us have full details of any needs, requirements and conditions prior to the booking being concluded.

ASSISTANCE DOGS

Registered assistant dogs will be accepted free of charge, subject to availability of suitable accommodation. **Sorry no other pets allowed.**

CONDITIONS OF CARRIAGE

The West Bay Club cannot be held responsible for any delays or cancellations in connection with the ferry crossing.

Part 2

IMPORTANT INFORMATION FOR YOU TO CONSIDER BEFORE YOU BOOK

1 Our agreement with you binds you, the person named on the booking form and all members of your party, including children and any day visitor. You must ensure that all members of your party are aware of, and accept all of this agreement. It starts from the **date our agreement is formed** and continues until the last member of your party has left the complex (and includes any extensions of time to your booking).

2 For our agreement to be formed we must receive payment and you must receive or be deemed to have received a confirmation notice and a copy of the agreement.

Our agreement is formed:

- 10 days after making your telephone booking or when you have received a copy of our agreement with you, either by post or electronically, and/or have accepted it online (whichever occurs first) and
- we have received the required payment.

The required payment means

- your credit or debit card payment is authorised or,
- your first or only postal payment has cleared through our bank.

3 Our agreement incorporates the entire contents of the Current Brochure, the Confirmation, and the copy of this agreement which we will send to you following your telephone reservation or when accepted online. You must also note and comply with all guidance provided in your accommodation, and when booking or taking part in activities, or using any facilities during your stay.

4 We have the right at our sole discretion, to refuse to confirm any booking and to obtain the name, age, address and gender of each member of your party before confirming your booking or at any time. You must provide us with full details of the make up of your party prior to your arrival. The party must include you (unless we have agreed otherwise and confirmed this to you in writing). Failure to do so may result in access to The West Bay Club being delayed or even denied where the terms of this agreement may not have been met.

5 We have the right to cancel your booking or to instruct you or your party to leave immediately, without compensation or refund, should you or any of your party not comply with this agreement, particularly where the terms relating to behaviour and conduct have not been complied with.

6 You must be over 21 to make a booking and there must be at least one capable and responsible adult over the age of 21 in every accommodation unit. You are responsible for the behaviour of all members of your party, particularly those under the age of 21.

7. **Stag and hen parties are not permitted and we reserve the right to ask such parties to leave without a refund.**

8 Please note that only guests listed on the confirmation of booking may occupy the accommodation. If any other people are found in occupation then The West Bay Club will end the agreement and all persons in the accommodation will be asked to leave.

9 The maximum number of guests in each accommodation unit must not be exceeded. If it is, we may move those additional persons to another accommodation unit and will charge you or them the appropriate full charge for the additional accommodation, from the date your party arrived.

10 You may not bring any shotgun, knife, firearm, air weapon, fireworks (including sparklers), illegal substances or similar item to the complex under any circumstances.

11 You may not **advertise, use, give or resell** your holiday or any discount offer associated with it or offer to do so (for profit or otherwise) or use it in connection with a competition, promotion, business and charitable or any other similar venture without our express advance written permission.

12 You should inform us immediately if, within 4 weeks prior to your arrival date or during your holiday, any member of your party has, or develops an infectious or contagious medical condition. Please note we have the right to:

- refuse to accept your booking,
- or cancel your holiday or
- ask any member of your party to refrain from taking part in certain activities, or,
- ask any member of your party to leave the complex immediately, should we, at our reasonable discretion, consider it necessary to protect the health of other guests, staff or general public.

MAKING YOUR BOOKING

14 Bookings More than 8 weeks ahead

A deposit payment is required to secure your booking and is due:

- for online bookings - immediately by credit or debit card.
- for telephone or on-site bookings – immediately by credit or debit card or within 10 days of making reservation if paying by another method.

The deposit of £80.00 is a non-refundable booking fee covering the administration costs we incur in processing your reservation. However please note the provisions in paragraphs 22-25 below.

You may also pay the full cost of your holiday at this point if you wish. The balance must be paid 8 weeks prior to the start of your holiday.

15 Bookings Less than 8 weeks ahead

Full payment by credit or debit card is required at the time of making your reservation. This may be online, by telephone, or in person.

16 Credit and Debit card payments

No additional charge is payable for payments made by credit/debit card.

Credit and Debit cards will normally be authorised and charged to your account the same day or the next working day and you may also authorise us to charge the balance payment automatically on the balance payment date to the same credit or debit card by:

- informing Reservations at the time of booking.
- telephoning us on **01983 760355** before the balance payment date,
- or instructing us to do so when making your on-line booking.

17 Other payment methods including post.

Cheques can only be accepted if received before the balance payment date (more than 8 weeks before your arrival date).

All cheques and postal orders must be made payable to 'West Bay Club Ltd'.

All cheques & postal orders must:

- be received by us within 10 days of making your telephone or on-site reservation or your reservation will be cancelled without notice.

- have the booking number (quoted on the confirmation) written on the reverse.
Please do not send cash or post dated cheques. We are not responsible for any payment lost in the post. Postal orders should be sent by registered post.
All payments sent by post, including credit or debit card authorisations, will be processed on the day they are received and will not be held until the due date.

18 Refunds

Credit or debit card payments will be refunded via the same card number less any non-refundable deposit and any other non-refundable amounts. All cheque refunds will be made to the person named on the confirmation.

19 Price Promise, Taxes

All relevant prices include VAT at the appropriate rate if applicable. We have the right to increase or decrease prices in line with any changes in VAT or any other taxes, dues or fees levied on your holiday.

We will not make any such increase to the basic cost of your holiday within 30 days of your holiday start date. We will also absorb all such increases where they form less than 2 % of the total cost of your holiday.

20 Advance Reservations

It may be possible to make a reservation by phone only for a date up to 6 months beyond the dates for which prices are published. If we make an advance reservation you will receive a Provisional Confirmation.

You need to pay the initial deposit shown on the provisional confirmation within 10 days of making your advance reservation. This will be £80.00 per cottage. The amount quoted to you on the phone will be the deposit due and once the appropriate price for your holiday has been announced, we will send you a replacement Confirmation, detailing the confirmed price for your holiday and enclosing the applicable agreement. You may be asked to make an additional payment within 10 days to secure your booking.

Should you wish to cancel your advance reservation, you must do so within 10 days of the date of the replacement confirmation, in which case we will refund the deposit you have paid (less any non-refundable amounts) and the advance reservation will lapse.

21 Changing or Cancelling your Booking

You may **change** your booking with us for any reason provided the change is made 8 weeks or more before your holiday start date. Each change is subject to a small amendment charge of £20.00 and availability.

Please note that any change of date will be likely to involve a change in the price of your holiday. You must pay us any increase due and we will pay any refund due.

- 22 If you are **prevented** from taking your holiday, please contact Reservations at the earliest opportunity. We will do our best to assist. You may not, under any circumstances, transfer your booking to anyone without our consent. We will not consent to a transfer where the person or party concerned does not meet our requirements. Please also see paragraphs 6, 7 & 12.

- 23 It may be necessary to **cancel** your break due to illness, accident or a change of circumstances. As soon as you know that your holiday will need to be cancelled, please ring our booking line, and then notify us in writing. The cancellation will take effect, and charges will be calculated from the day we receive your written notification, **Cancellations 56 days or less before your holiday start date:**
If we receive your written cancellation 56 days or less before your holiday start date, a fee will be charged as follows:-

No of Weeks	Charge %
<u>More than 8 weeks</u>	<u>Full Deposit</u>
<u>More than 6 but not more than 8</u>	<u>50%</u>
<u>More than 4 but not more than 6</u>	<u>75%</u>
<u>4 weeks or less</u>	<u>100%</u>

Please note that some separate charges such as insurance and cancellation charges are non-refundable.

Please phone our reservation desk on 01983 760355

- 24 If you have not arrived by 8.00am the morning after your break was due to commence, or have not contacted The West Bay Club to confirm when you will arrive, we will assume that the break is cancelled and the total holiday cost and the insurance premium will be forfeited.

25 Force Majeure

Neither we nor the accommodation owner can accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason or of circumstances which amount to "force majeure"

Circumstances amounting to "force majeure" include any event which we or the owners 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 any similar event beyond our or the owners control. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our or the owners control.

Part 3 WHILST AT THE WEST BAY CLUB

- 26 **Our aim** is to provide a relaxed holiday suitable for families in a tranquil environment. To ensure the maximum enjoyment of your holiday and that of all our other guests **we require you to comply with all the requirements in this, our agreement with you, but draw your particular attention to paragraphs below.**

27 Accommodation

You are expected to use your accommodation and its contents with care and to leave it in a clean and tidy condition on departure. An inventory of your accommodation is available in advance on request and is provided in your accommodation on arrival. We reserve the right to charge you for any extra cleaning or missing / damaged items. We reserve the right to enter your accommodation at any time for any reasonable purpose, for example, to make checks, or carry out essential inspection, maintenance work, housekeeping or repairs.

28 Behaviour and compliance with this agreement

Offensive, unruly or illegal behaviour will not be tolerated and may result in the police being involved. We may ask you and/or any member of your party to leave immediately if your conduct is considered by us to be inappropriate, and likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, or our guests, staff and the general public, or is likely, in our belief, to breach any of our agreement with you. No refunds or compensation will be given in these circumstances.

29 Regulations

- Please note that the speed limit will be 10 miles per hour.
- The taking of food and drink into any of the Country Club's Bars or Restaurants is strictly forbidden. Only food and drink purchased on the premises may be consumed there.

- Guests may be asked to provide information regarding their place of accommodation.
- The operation of a business buying, selling or trading under whatever conditions is strictly prohibited on the complex without the express authority of the company.
- To meet our legal requirements we will check personal Photo ID at points of sale where necessary.
- In the interest of other guests you are asked to keep noise to a minimum after midnight.
- It may be necessary at the beginning or end of the main season to withdraw or amend certain facilities according to demand and other factors. The company reserves the right to alter or withdraw amenities, facilities or any part of the programme or activities either advertised or previously available without prior notice.

30 Child Protection

It is our policy to investigate any incident or allegation of concern about a child in our care or staying at The West Bay Club and to refer the matter to an appropriate external organisation should we, in our reasonable and sole discretion, deem it necessary / appropriate.

31 Children's Supervision and Parental Responsibility

You are responsible for the supervision of all members of your party under the age of 21. You must supervise your children at all times unless a child is participating in an activity supervised by us.

This is particularly important in all children's play areas, licensed areas, swimming pools and sports areas where specific supervision ratios apply. You must collect your child(ren) from supervised activities at the appointed times.

32 Compensation payable by you

By booking you agree that we have the right either during or after your stay to recover from you, either via the credit or debit card used to pay for the break or otherwise, the costs of:

- any compensation we may pay to others, including our other guests,
- any property or accommodation damage,
- any other charges, fees or levies we may incur resulting from your action or inaction and from any breach of our agreement with you.

33 Complaints

If guests have a problem or complaint during their holiday, they should in the first instance bring this to the attention of the Main Reception who will deal with it as sympathetically as they can. Any reported matter which has not been resolved during your holiday should be advised in writing to the General Manager as soon as possible. Please note that in order for us to investigate and implement corrective action should this be necessary. The complaint must be made at the time of your holiday. The Company cannot entertain complaints made after guests have left the complex.

34 Driving and Parking

Please give way to pedestrians and cyclists, keep to the speed limit, and drive, manoeuvre and park carefully at all times.

All vehicles that are not parked in the specified parking areas may be towed. We will charge you for doing this. We do not accept any liability for damage arising out of this operation unless due to our negligence or that of our subcontractors. No liability is accepted for any damage caused by these markers unless due to our negligence. Access is required at all times for contractors' / suppliers' vehicles and other authorised vehicles such as emergency services.

35 Important Information & Updates

Facility and activity opening times shown in the information booklets are an indication only and may vary from time to time.

35 Improvements and Maintenance

As we continually strive to improve accommodation and the facilities at The West Bay Club and to comply with any new Health and Safety legislation or other legal requirements you may find that:

- new facilities and / or accommodation units are on offer,
- listed facilities are temporarily closed for maintenance and / or improvement,
- some facilities and / or accommodation units have been altered,
- there is development or refurbishment work going on in certain areas,
- maintenance work or housekeeping tasks are undertaken in and around your accommodation during your stay, although in such circumstances we try to minimise any inconvenience,
- different equipment is provided to that described in our brochures or other communications.

36 Legislation and Licensed Premises

We reserve the right to refuse to sell alcohol to anyone who:

- is under the age of 18, or
- appears to us to be under 18 (and cannot prove they are over 18), or
- we, at our sole discretion, consider to have been drinking excessively.

We will not sell tobacco based products, solvent based products or allow the use of gaming machines in contravention of current legislation.

37 Photography

Photography (still, digital and video) is not permitted in any changing areas. Only non-intrusive photography of your own party and friends is permitted in the Swimming Pool and other parts of The West Bay Club.

You may not carry out photography for commercial purposes, publication or similar purposes in any part of The West Bay Club.

38 Property and Environment

Please keep to prepared roads, paths and tracks at all times and treat all property and facilities carefully and appropriately.

39 Safety

You are required to follow any safety advice provided to you:

- Diving is not permitted in any part of the swimming pool.
- Take particular care not to do anything which might cause a fire.
- Barbecues are not permitted in cottages or at all during periods of risk of grass fires. You will be advised during your holiday if this is the case.
- Fireworks (including sparklers) may not be brought or used.
- Do not enter or attempt to use any facility that is closed.

40 Smoking policy

Smoking is not permitted in any covered public areas, including the swimming pool and / or restaurants or in accommodation units.

Part 4

FOR YOUR INFORMATION

41 Your contract is with The West Bay Club .

42 All the information we collect and hold about you and members of your party may be stored in computer and other filing systems, for which we hold a valid notification under the Data Protection Act. We collect and keep information about you and members of your party to enable us to

administer our services to you, to conduct market research and provide you with information about our products and services and those of carefully selected third parties. If you do not wish to be contacted by us or such third parties please write to The West Bay Club.

43 We use CCTV cameras at some locations for the purposes of crime prevention and public safety. The scheme is controlled by The West Bay Club.

44 To ensure that standards are maintained we may record or monitor telephone calls to our offices.

45 We always do our best to ensure that published information is correct when it goes to press. Please refer to our website (www.westbayclub.co.uk) for current details.

46 Our agreement is governed by English law and we agree to the non-exclusive jurisdiction of the English Courts. We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.

47 Should any part of our agreement be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect.

48 The headings in this agreement are included for convenience only and shall not affect the interpretation or construction of this agreement.

49 In all cases, except personal injury or death, our liability to you for the total of all claims arising out of your holiday with us is limited to the cost of your booking less any insurance, cancellation and amendment charges. We will not be responsible for any matters that result from any unforeseeable events that are beyond our control.

Part 5:

CAN WE HELP?

50 Any concerns or assistance you require should be brought to our attention immediately. We will aim to respond promptly to any concerns or requirements you may have to enable you to continue to enjoy your holiday.

54 **Please note we are not responsible for any matter of which you are aware and which you did not bring to our attention during your holiday.**

And Finally.....!

If you have any questions we will be glad to assist you. Please telephone our Guest Services Team on 01983 760355.

The West Bay Club
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Yarmouth
Isle of Wight
PO41 0RJ

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