



JaMar UK

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JaMar UK is the trading name of Martin Robert Thirlwell and Jacqueline Green, Proprietors, whose address is The Chambers Business Centre Chapel Road Hollinwood Oldham Lancashire. United Kingdom.

TERMS AND CONDITIONS

October 2007

1. Effective date

These terms and conditions are binding on the Customer on acceptance by the Company of the completed reservation form. The Terms and Conditions shall not affect the Statutory or Common Law rights of the Customer

2. Parties

The Customer (which term shall include all members of the Customer's party) and the Company

3. Definitions

(a) The Company is JaMar UK

- (b) The Customer shall be the person submitting the Reservation Form to the Company who shall be deemed to have the authority of all members of the Party to accept these Terms and Conditions on their behalf
- (c) The Party shall mean all persons named on the Reservation Form
- (d) The Reservation Form means the form submitted to the Company by the Customer containing details of the Party and the dates required
- (e) The Park means the Lyons Robin Hood Holiday Park, Rhyl

4. Acceptance

- (a) The signing of the Reservation Form by the Customer confirms the acceptance of these Terms and Conditions and shall be binding on the Company and all members of the Party on a joint and several liability basis on acceptance by the Company of the completed Reservation Form
- (b) The Company reserves the right at its sole discretion to decline acceptance of the Reservation (please refer to Guidance Notes below)

5 Refusal

If the company declines acceptance of the Reservation Form any deposit paid by the Customer will be refunded in full within 14 days

6. Rental Period

- (a) The standard rental period is Saturday to Saturday. Other periods are occasionally available subject to a 10% surcharge. (See Guidance Notes)
- (b) An extra cleaning fee of £30.00 UK GBP sterling is payable for stays of 5 nights or fewer.
- (c) The accommodation is available for occupation from 1400 hours local time on the day of arrival until 1100 hours on the day of the departure.
- (d) Arrival and Departure outside these times may incur an additional charge equivalent to the cost of the accommodation for the period reserved subject to a minimum charge of one day

7. Payment

- (a) A deposit of £30.00 UK GBP sterling is due with your reservation. A cheque should be enclosed with the completed Reservation Form when submitted by post. For reservations on line the deposit can be paid by credit or debit card, using our on-line dedicated secure PayPal system. Where payment is by cheque, acceptance of the reservation will not be issued until the cheque has cleared
- (b) Payment of the balance, which will include the Security Deposit, (see 8 below), is due not later than 8 weeks before your arrival date as specified in the Reservation Form. On receipt and clearance of the full balance, your *Welcome Pack* will be despatched
- (c) If required all payments can be made on line using our dedicated secure Pay Pal system.

8. Security Deposit

- (a) The Security Deposit included in the final payment is currently £50.00 UK GBP sterling.
- (b) Provided that no damage or breakage has occurred and the keys have been returned on the departure date as required this payment will be repaid to the Customer by cheque within 14 days of your departure.
- (c) The accommodation is checked immediately prior to arrival and immediately after departure. The Customer will be liable for the full cost of repair or replacement of any damaged items or damage caused to the accommodation, its fixtures, fittings and to the poolside, reception area, dining area, bar, and surrounding garden areas and items in or on them by the Customer or a member or members of the Party.
- (d) The Company reserves the right to retain the Security Deposit (either in full or part) to cover the whole or part of the cost of replacement keys, repairs to damage and/or replacement of items broken, additional cleaning costs to treat spillage or stains, and/or all other costs reasonably and necessarily incurred by the Company in restoring the Accommodation to a condition equivalent to its condition immediately prior to your arrival. Receipts for expenditure deducted from the Security Charge will be provided on request.
- (e) If the Security Deposit is insufficient to cover the expenditure incurred by the company the Party shall, so far as the law permits, be jointly and severally liable to the Company to the extent of that deficit together with any legal costs for recovery of the deficit should payment not have been received by the Company within 14 days of the Customer having been notified by the Company (or its authorised agent) in writing of the amount due.

9. Cancellation by the Customer

The following conditions will apply on receipt by the Company of written notice of cancellation from the Customer

- (a) At least 8 weeks prior to the arrival date the £30.00 deposit will be retained by the Company to cover administration costs
- (b) At least 5 weeks prior to the arrival date 50% of the total cost of the holiday (excluding the Security Deposit) will be payable by the Customer as liquidated damages for breach of contract
- (c) Fewer than 5 weeks prior to the arrival date the whole of the cost of the holiday (excluding the Security Deposit) will be payable by the Customer
- (d) Cancellation must be notified in writing and will be deemed received by the Company on the date of actual delivery to the Company when sent by post or within 24 hours of transmission by the Customer when sent by email. Verbal notice (including cancellation by telephone) will not be accepted
- (e) Failure to pay the final balance by the due date (see 7(b)) will be deemed cancellation by the Customer and the Company will retain the Deposit.

10. Cancellation by the Company

- (a) In the unlikely event that circumstances beyond the control of the Company necessitate cancellation of the booking the Customer will be refunded all money paid within 14 days.
- (b) The Company shall not be liable to the Customer for interest on the Deposit, compensation or damages for consequential loss.

11. Force Majeure

The Company accept no responsibility or liability for any loss or damage for alteration to or cancellation of the reservation caused by events beyond its control including but not restricted to civil commotion, flight delays, diversions or cancellations, technical difficulties, alterations or cancellations of schedules by carriers, adverse weather conditions, fire, flood, industrial disputes.

12. Special offers and late bookings

In such cases full payment will be required with the completed Reservation Form.

13. General

- (a) The Company reserves the right of entry to the accommodation at all reasonable times for its agents and associates including cleaners, maintenance and domestic workers.
- (b) The Reservation is not transferable by the Customer
- (c) The Parties to the agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- (d) The Company permits the Customer to occupy the accommodation subject to the Provisos

14. Provisos

- (a) To observe the Park rules from time to time in force as well as any applicable byelaws and the conditions of the site licence issued under the Caravan Sites and Control of Development Act 1960
- (b) Not to make alteration or addition to the caravan
- (c) Not to use or permit the use of the caravan in such a way as might be or become a nuisance to neighbours or the Owner, in particular the playing of Musical instruments, record players, radios, televisions and other appliances between 2200 hours and 0800 hours.
- (d) Not to assign this Agreement which shall be personal to the Customer only

- (e) Not to permit more than three or more persons of the same sex to reside in the caravan at any one time, save if the said persons are part of the Customers family
- (f) To take reasonable care of the caravan and its contents and to permit the Owner to have possession of the caravan and the pitch on which it is from time to time stationed for the purpose of viewing their state and condition and to ascertain whether the terms of this Agreement are being adhered to
- (g) To pay all charges promptly and without any deductions of any kind
- (h) The keeping of any pet or animal of whatever nature is at the absolutely prohibited
- (i) At all times to observe perform and comply with and cause to be observed performed and complied with and site conditions or regulations any other competent authority or any statute statutory rule order or other regulation for the time being in force and affecting the Site

15. Occupancy and safety

To comply with local fire regulations and for your personal safety under no circumstances may more than the total number of persons included on the reservation form occupy the accommodation. Children must be supervised at all times especially around the pool area. Glass is not permitted in the pool area - plastic crockery and utensils are provided.

16. Problems and Complaints

In the unlikely event of a problem arising during your holiday, you should contact our local Agent for assistance - see the information included in the *Welcome Pack*.

17. Brochure

The information supplied in our advertising literature is correct to the best of the knowledge of the Company. However, that information is for guidance purposes and does not form part of this contract.

18. Law Applying

The contract is subject to and shall be construed in accordance with the Law of England and the parties submit to the exclusive jurisdiction of the English Courts.

19. Third Party Rights

Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

GUIDANCE NOTES

- A. At least one member of a Party must be aged 21 years or over**
- B. It is regretted that no pets may accompany any Party**
- C. For the comfort of all guests smoking is not permitted in our accommodation**
- D. Mid week bookings may incur a 10% surcharge but please contact us for details of any special offers or late deals which may be available**
- E. Before you cancel please contact the Company to enquire if alternative dates or accommodation is available**
- F. In the unlikely event that the Company has to cancel you will be contacted beforehand and every effort will be made to provide suitable alternative dates or accommodation**
- G. Do not underestimate the strength of the sun - make sure you take care of your skin**
- H. We recommend that all Party members take out holiday injury, medical and cancellation insurance cover at the time of booking**
- I. You will normally be sent a reminder for final payment approximately 1 month prior to the due date and if payment is not received we will try to contact you. You are reminded that the responsibility to make the final payment on time rests with the Customer. Failure by the Company to issue a reminder does not absolve the Customer from this responsibility and the Cancellation provisions (9) continue to apply**
- J. If you require any clarification or additional information please do not hesitate to contact us - Our aim is to ensure that your holiday is trouble free and enjoyable.**