

TERMS AND CONDITIONS

Please read these terms & conditions carefully, as together with your confirmation of booking they make up your agreement with us.

1. CONTRACT

- 1.1 You will submit your booking to us but this does not mean we have accepted it. We may or may not do so. Our acceptance of the booking will occur when we send you a booking confirmation, and at this point there is a contract between you and us.
- 1.2 If we are unable to supply you with your chosen accommodation, we will inform you of this and we will not accept the booking.
- 1.3 These Terms & Conditions apply whether you make a booking via our website, by email, post, telephone or in person.

2. PAYMENT

- 2.1 The price of the accommodation will be set out at the time we confirm your booking. Our prices may change at any time, but price changes will not affect bookings already confirmed with you.
- 2.2 What is included within the price varies, please check at the time of booking what your specific accommodation includes.
- 2.3 When you make a booking by telephone, we will ask you to pay a deposit of at least 10% of the cost of your booking immediately. If the date of your holiday is within 4 weeks from the date of booking, then the full amount must be paid.
- 2.4 Once your booking is confirmed you are responsible for payment of the balance, which is due at least 4 weeks prior to the commencement of your holiday. If the balance remains unpaid after that time your booking will be cancelled without a refund.
- 2.5 To ensure that we are able to communicate with our guests in an efficient and timely manner all correspondence and invoicing will be via email.
- 2.6 All discounts and special offers are subject to availability, cannot be guaranteed and only one offer can be used per booking.

3. DATA PROTECTION

- 3.1 All personal information, whether held on computer, paper or other media, will be obtained, handled, processed, transported and stored lawfully and correctly, in accordance with the safeguards contained in the General Data Protection Regulation.
- 3.2 We will use the personal information you provide to us to:
 - 3.2.1 provide the Accommodation;
 - 3.2.2 process your payment to us; and
 - 3.2.3 where you have opted in to receive these communications, inform you of offers, special events and news. You can opt out at any time by contacting us.
- 3.3 For further information on how your data will be processed our detailed Privacy Policy is available to view on our website at www.fantasyislandresort.co.uk/park-info/policy/privacy. This lists how we use your information, when we share it with third parties, how long we keep it for and how to contact us.

4. ARRIVAL

- 4.1 Check in is available between 3:00pm and 8:00pm. If you wish to arrive early, we are able to issue your holiday wristbands in advance of check in.
- 4.2 If you wish to arrive after the stated arrival times on the first day of your stay please email us at holidays@fantasyislandresort.co.uk and we will endeavour to facilitate this for you.

4.3 **Please note:** We will require a £50 card payment deposit at check in which will be refunded within 24 hours after check out (your deposit will be refunded based on the accommodation being left without damage).

5. DEPARTURE

5.1 We ask that you please vacate your accommodation by 11:00am on the day of departure. However, you may use your holiday wristbands to ride for the entire day, even on the day of departure.

6. CANCELLATIONS AND BOOKING CHANGES

6.1 If you need to cancel your booking, please contact us as soon as possible by calling guest services on 01754 871944 and then confirming the cancellation in writing at the address stated in clause 22.

6.2 If your stay has already commenced you may cancel your booking but we will not provide any refund.

6.3 You have the following rights to cancel a booking for accommodation either by phone on 01754 871944 or via email to holidays@fantasyislandresort.co.uk:

6.4 You may cancel any booking by contacting us prior to the start of your stay and within 14 days of receipt of your booking confirmation. We will then confirm your cancellation to you and refund payments you have made to us less your deposit. If your holiday start date falls within the 14-day period then the cancellation charge applicable will be as per clause 6.5

6.5 You may cancel any booking after 14 days of receipt of your booking confirmation. Subsequent cancellations charges are calculated based on the number of days prior to your arrival and upon receipt of your written confirmation.

6.5.1 28 days or less, 100% of holiday cost;

6.5.2 28-42 days, 50% of holiday cost;

6.5.3 43 days or more, 10% deposit cost only;

6.6 You have the following rights to change your booking for accommodation (subject to a £15 admin fee):

6.6.1 you may ask us to change the start date of any booking by contacting us in writing prior to the start of your stay, subject to the following conditions:

6.6.1.1 all requests are subject to availability

6.6.1.2 the alternative date must be within 3 months of the original booking date

6.6.1.3 if the cost of your alternative date is higher than that of your original booking then the difference in price at the date the request is made will be charged

6.6.1.4 if you request the change within 14 days of receiving your booking confirmation and your original holiday start date falls within the same 14-day period then a cancellation charge will be made as per clause 6.5

6.6.1.5 if you request the change within 14 days of receiving your booking confirmation and the cost of your alternative date is lower than that of your original booking then no refund will be given, although you will be permitted to cancel your original booking with no cancellation charge and make a new booking for the new dates

6.6.1.6 if you request the change after 14 days of receiving your booking confirmation and the cost of your alternative date is lower than that of your original booking then no refund will be given, although you will be permitted to cancel your original booking and make a new booking for the new dates. The cancellation of the original break will be subject to the charges listed in clause 6.5

6.6.2 if you wish to shorten your booking, we will refund you the difference between your original booking and the new booking. This refund will not include the deposit you have already paid.

6.6.3 if you wish to extend your booking, then the additional nights will be charged at the rate available on the date at which you make the amendment to the booking

6.7 Once we have confirmed your booking you may cancel the contract for accommodation and receive a full refund at any time by giving us written notice if:

6.7.1 we break this contract in any material way and we do not correct or fix the situation;

6.7.2 we change these terms & conditions to your material disadvantage.

7. OUR RIGHTS TO CANCEL

7.1 We may have to cancel a booking due to the unavailability of key personnel or key facilities, without which we cannot provide the accommodation or if accommodation is no longer available. If this happens:

7.1.1 we will promptly contact you to let you know;

7.1.2 we may cancel your booking and refund your payments, or offer alternative accommodation and refund any payments less the cost of alternative accommodation;

7.1.3 if we offer alternative accommodation you may still choose to cancel your booking and we will refund the payments you have made to us.

7.2 We may cancel the contract for accommodation at any time with immediate effect if:

7.2.1 you do not pay us when you are supposed to; or

7.2.2 you are in breach of the terms of this contract in any other material way and you do not remedy the situation within a reasonable period after we ask you to.

8. PROVISION OF ACCOMMODATION

8.1 We will supply the accommodation to you from the date set out in the booking confirmation, for the number of people stated on the booking confirmation and with any additional special requests that may have been requested by you, which we may be able to provide.

8.2 We will make every effort to provide the accommodation, however we may be unable to do so due to an event outside of our control.

8.3 We may need certain information from you in order to provide the accommodation, including but not limited to the following:

8.3.1 The number of people for whom the booking is made, whether they are each under the age of 18 and their names;

8.3.2 The number of vehicles you will bring and any special requirements, such as disabled or easy access.

8.4 If you do not provide us with this information after being asked to do so, or if you provide us with incomplete or incorrect information, we may make an additional reasonable charge to cover any extra items supplied or work required. Alternatively, we may cancel your booking.

9. RESTRICTIONS

9.1 We do not accept bookings from persons under the age of 18. No person under the age of 18 is permitted on the park unless they are on a booking made by a person over the age of 21 years who is staying on the park, in accordance with that booking. If this requirement is not met your booking may be cancelled.

9.2 Group bookings are available at the discretion of the management. Should you wish to make a group booking, please call us on 01754 871944.

9.3 Our park is used by families and friends and although we welcome groups and clubs, bookings for the following may only be made if they are accepted as authorised group bookings:

9.3.1 stag or hen parties;

9.3.2 motorcycle or scooter groups;

9.3.3 other groups, clubs or associations;

9.3.4 bookings for more than 5 units

- 9.3.5 Any groups who come to the park without such prior authorisation may be asked to leave without refund or compensation.

10. SEXUAL OFFENCES ACT 2003

- 10.1 You must not permit anyone who is to your knowledge a convicted child sex offender or is subject to the notification requirements of the Sexual Offences Act 2003 ('on the sex offenders register') to use or visit the Caravan. By making a booking, you are confirming that nobody in your party is on this register. Offenders will be required to leave the park immediately.

11. HOLIDAY WRISTBANDS

- 11.1 Included within all bookings are up to four Fantasy Island Holiday wristbands for use on the park.
- 11.2 Additional Fantasy Island Holiday wristbands can be purchased at the time of booking if there are more than four guests within your booking, but these will be limited to the number of guests suitable for the accommodation you have booked. It is not possible to buy more wristbands than the accommodation is permitted to sleep.
- 11.3 These passes are issued to all guests at check in; please ensure all members of your party attend the check in desk on arrival as these cannot be issued to other members once the check in procedure is complete.
- 11.4 Lost or broken Holiday Wristbands can only be replaced by us. Any friends or family coming to visit during your stay will need to purchase their wristbands or iCards at the Fantasy Island sales desks within the park.

12. BEHAVIOUR

- 12.1 The following is prohibited on the park:
- 12.1.1 the operation of any business or buying, selling or trading without our prior written permission;
 - 12.1.2 excessive noise or loud music after 22:30; and
 - 12.1.3 smoking in any of our accommodation
 - 12.1.4 any illegal behaviour such as violence, theft, drug use, verbal or physical abuse or any other anti-social behaviour.
 - 12.1.5 BBQ's or Fire Pits are not to be used on site under no circumstances
 - 12.1.6 Ball games
- 12.2 If, either prior to your stay or during your stay with us, you breach clause 12.1 or if your behaviour is antisocial or in our reasonable opinion is likely to spoil the enjoyment of the park for others, or cause damage to property, or behave aggressively or abusively towards our staff, you will be required to leave the park immediately and you will not be entitled to a refund.
- 12.3 We use CCTV on our parks for crime prevention and safety purposes.

13. CHILDREN

- 13.1 The supervision of children on the park is the responsibility of their parents or guardians at all times. Particular attention must be paid to children in the playground and swimming pool areas. The holiday wristbands are not childcare facilities, we do not, under any circumstances, provide supervision of children.
- 13.2 Travel cots and highchairs for use in caravans and chalets may be hired (subject to availability) at a charge of £15 per travel cot, and £10 per high chair per break, including vat, payable at the point of hire. A £10 deposit is also payable and is returnable to you once the travel cot or highchair is taken back to guest services at the end of your holiday in the condition in which it was hired.

13.3 Travel cots and highchairs should be requested at the time of booking and you should bring your own cot linen. Please be aware that travel cots may fit in the living room only.

14. GAMBLING RESTRICTIONS

14.1 If any member of the booking has self-excluded themselves from any other gambling premises, they must highlight this to the Holiday Park Manager on arrival. We cannot accept any liability for losses incurred where a guest has self-excluded themselves from another gambling establishment and gambled on the park.

15. OUR RESPONSIBILITIES

15.1 If we fail to comply with these terms & conditions or are negligent, we will be held responsible for loss or any damage you suffer as a foreseeable result of our breach or our negligence. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by both you and us at the time we entered into this contract.

15.2 Fantasy Island cannot accept responsibility for vehicles or their contents when parked on site. All our accommodation bookings come with 1 free parking pass for access to our dedicated caravan site car park (additional passes can be purchased at booking). Guests may be asked to park second vehicles elsewhere around the park at our discretion.

15.3 Unless we agree otherwise in writing, we only supply the accommodation for private use. You agree not to use the accommodation for any commercial purpose and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.4 We do not exclude or limit in any way our liability for:

15.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

15.4.2 fraud or fraudulent misrepresentation.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these terms & conditions caused by an event outside our control.

16.2 An event outside our control means any act or event beyond our reasonable control, including without limitation; strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

16.3 If an event outside our control affects the performance of our obligations under these terms:

16.3.1 we will contact you as soon as reasonably possible to notify you;

16.3.2 we may cancel your booking and refund your payments, or provide alternative accommodation and refund any payments you have made to us, less the cost of alternative accommodation;

16.3.3 if the cost of the alternative accommodation is greater than the payments owed to us, you may cancel your booking and we will refund any payments you have made to us.

17. REPORTING ISSUES

17.1 In the unlikely event that there is a problem with the accommodation:

17.1.1 please tell us as soon as is reasonably possible;

17.1.2 please give us the opportunity to put it right;

17.1.3 we will make every effort to repair or fix any defect as soon as is reasonably practicable.

17.1.4 if we are unable to fix the problem, we may offer to re-locate you to another unit of similar grade or higher. If no upgrade or similar grade is available, then we may allocate a

lower grade and refund the price difference. This is subject to availability and if we are not able to re-accommodate you then the following remedies will apply.

- 17.2 If there is any problem with the accommodation, which is due to our fault and means we are obliged to cancel your booking, we will refund payments made for accommodation not yet provided to you.
- 17.3 We may enter any accommodation on the park during the term of your booking in order to inspect it and carry out any repairs that may be found to be necessary.
- 17.4 Please treat the property, facilities and accommodation Fantasy Island with respect and care so that other guests may continue to enjoy them. In the event that you notice damage to any facility or equipment on the park, please report it to guest services immediately so that we may take the appropriate action.
- 17.5 Any malicious, wilful or unreported damage to our property may result in termination of your holiday without refund and you may be liable for the cost of repair.

18. INFECTIOUS ILLNESSES

- 18.1 You must inform guest services should you suffer from an infectious illness whilst you are on holiday. For the protection of our guests and staff, anyone found to have such an illness may be confined to their accommodation or requested to leave the park. We are unable to offer refunds in such circumstances and recommend that you take out holiday insurance cover to include sickness cover.

19. VISITORS

- 19.1 Visitors are permitted in your accommodation during the hours of 08:00 to 21:00.
- 19.2 Visitors are subject to the same parking restrictions as all other visitors to Fantasy Island; please ensure they park in the main car park and not in the car parking reserved for Fantasy Island holiday guests.
- 19.3 If visitors wish to use Fantasy Island rides and facilities, they must choose one of our standard ride wristbands or iCard options. You cannot purchase additional Fantasy Island Holiday wristbands for your guests.

20. COMPLAINTS POLICY

- 20.1 If you are dissatisfied with any aspect of your holiday, please speak to a member of our guest services team in the first instance. In most cases they will be able to help you immediately so that you can enjoy the rest of your stay, but if you are still dissatisfied you should record your complaint with the Holiday Park Manager, who may escalate it to the Operations Manager if required.
- 20.2 If, at the end of your holiday, you feel that we have not dealt with your complaint satisfactorily you should write to us at the contact details in clause 22 within 28 days from the end of your holiday setting out your complaint.
- 20.3 As a consumer, you have legal rights in relation to this agreement. Nothing in these terms and conditions will affect these legal rights.

21. ABOUT US

- 21.1 We are a company registered in England and Wales. Our registered office address is:
Fantasy Island Operations Ltd
57 Front Street
Arnold
Nottingham
NG5 7EA
- 21.2 Our registered company number is 09986983.
- 21.3 Our registered VAT number is 234 5916 02.

22. CORRESPONDANCE

22.1 If you have any questions or complaints please contact us. You can contact us by telephoning 01754 871944 or by email at holidays@fantasyislandresort.co.uk

22.2 Our correspondence address is:
Fantasy Island Operations Ltd
Sea Lane, Ingoldmells
Skegness
Lincolnshire
PE25 1RH

23. IMPORTANT TERMS

22.1 This contract is between you and us. No other person has the right to enforce any of its terms.

22.2 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.

22.3 If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these terms and conditions by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

24. PHOTOGRAPHY

23.1 From time to time, Fantasy Island may employ a photographer or videographer to film events and activities at the park. You may appear in the background of these shots or even be featured or interviewed. We hope you enjoy being photographed, and in most cases we are happy to share a copy of the image with you. If you do not wish to be captured in the photos or videos, please speak with the film crew.

23.2 Fantasy Island reserves the right to use any images or video taken on the parks for marketing or promotional purposes, including social media. Additionally, if you post any images taken on our parks on Fantasy Island social media channels (including, but not limited to facebook, instagram, twitter, snapchat or other platform) then we reserve the right to use these for promotional purposes.

We look forward to welcoming you to our park and hope you will enjoy your stay with us