

Terms and conditions for families and referrers

1 BEFORE WE START

(a) About our terms and conditions

Please read these terms carefully as they make up your agreement with us, together with your booking confirmation and the information on our website. These terms and conditions apply to all bookings made with us.

We may need to update our terms and conditions at any time. You can always find the latest version online on this webpage. If we make a significant change to our terms after you've booked a break with us, we'll give you the option of cancelling that break.

Provider(s) of accommodation, travel or other facilities may have additional terms and conditions that they will ask you to agree to. You can find a copy of these on either:

- your booking confirmation from us (as part of the pack we will send you)
- any additional booking information sent separately by the provider (or they may ask you to sign terms upon check-in)
- any tickets or vouchers you receive

If you're not happy with our terms (or the terms of the provider(s)) or have any questions about them, please contact us on 020 3117 0651. Otherwise we'll assume you've accepted these terms in making your booking.

(b) Who's who in our terms and conditions

Just so everything's clear, here are the definitions of some of the things we say in our terms and conditions:

| What we say | What it means |
|----------------------|---|
| 'you' and 'your' | the person booking the holiday, as part of (or on behalf of, if you are a referrer) the family going on holiday. |
| 'we', 'us' and 'our' | the Family Holiday Association (company number 02301337). Our registered office is at 3 Gainsford Street, London, SE1 2NE |
| 'we both' | us and you. |
| 'agreement' | the contract between us based on these terms and conditions, any other conditions we refer to on our website and anything else we agree in writing. |
| 'referrer' | the teacher, social worker, health visitor or other support worker referring you/a family for a holiday. |
| 'provider' | the company (or charity) that is providing one or more parts of the break that we've given to you (either accommodation, transport or attraction tickets). If you are staying in one of our caravans then we (the Family Holiday Association) are the provider. |

2 PLANNING FOR THE BREAK

Who's coming?

All of the information you provide when making your booking must be correct. You must tell us if there are any changes as soon as possible after making the booking.

If someone is to be added to break then this must be approved by the referrer. This is so the referrer knows that everyone on the break is safe to be there.

It's only the people on the booking confirmation who can go on the break, so please check the booking confirmation as soon as you receive it. If you would like to add / remove someone you must let us know as soon as possible.

If you arrive with people who are not on the booking confirmation then the provider may have to turn these people away. Please make sure you do **not** travel with people who are not on the booking confirmation.

Cancelling your booking

If you have to cancel your break you need to let your referrer know straight away so that they can call us on 020 3117 0651. If your referrer is not available then you must get in touch with us directly. This is so we can offer the break to another family.

We'll do our best to give you the break we've described in your booking confirmation and never to cancel or change a break, but sometimes we might have to. If we do we'll try to offer another break that's as similar as possible. As our breaks are free we will not pay any compensation for cancelled / alternative breaks but we will consider reimbursing any reasonable expenses that have been incurred (e.g. train tickets).

Guests with special needs

Your referrer should have told us about any access needs on your application and so we'll have tried to offer breaks that are suitable for you. If it isn't clear from the information you have about the break whether or not it will be suitable please ask your referrer to call us on 020 3117 0651. If they are not able to do this then please call us yourself.

3 KEEPING YOU SAFE AND HEALTHY

We'll do all we can to prevent things going wrong, including requiring our providers to do everything they can to keep everyone safe (and, of course, they have to do what the law and regulations say).

It's important that you always follow advice and any rules for staying safe on your break. These will be provided in your booking confirmation and/or by the provider when you arrive. Please make sure you are aware of and follow this advice/these rules at all times.

It's up to you to ensure that your personal belongings are safe during your break. If you are bringing anything valuable on holiday you should check it is adequately covered by any insurance you may have. You are able to access free travel insurance for your break. You can find out more about this on your booking confirmation email. We cannot accept any liability for loss or damage to your belongings unless it is due to our negligence.

We've taken all reasonable steps to make sure that the providers meet their legal requirements and that what they provide is suitable for families. We won't have visited every provider so if you think somewhere isn't right for families please let us know.

4 DAMAGE / ANTISOCIAL BEHAVIOUR

If you (the family) cause any damage or make the provider incur additional costs (e.g. extra cleaning) then you will be liable to the provider for any costs or charges incurred.

The provider may need to get into your accommodation at a reasonable time (and on reasonable notice to you) during your break to make sure everything is OK. If there is an emergency they can come into your accommodation without warning.

You won't spoil things for other people that might be in the same location as you by being loud or antisocial. You will follow any reasonable instructions given to you by staff where you are.

If you break any of the terms and conditions then you may be asked to leave immediately.

5 IF YOU NEED TO COMPLAIN

Even though we and the provider(s) will do all we can to give you a fantastic break, things do sometimes go wrong. Here's what to do if you need to complain:

- (i) If there's something wrong with your accommodation or break, tell someone who works there straight away so they can try to put things right.
- (ii) If it still isn't fixed then you can get in touch with us on 020 3117 0651 and we'll try and do what we can to help.
- (iii) If your holiday is over and you're still unhappy, please contact us on 020 3117 0651 or via your referrer. You need to do this within 28 days of coming home.

6 THE SMALL PRINT

- (a) The holiday agreement

When you make a booking request, you're agreeing to follow our terms and conditions. If you are a referrer, you are agreeing to ensure that the family going on holiday follow them.

The agreement between you and us starts when we accept your booking and give you a booking confirmation.

Our contract is with you, as the person booking the holiday. If you are a referrer, this means that you are responsible for ensuring the family knows about these terms and accepts them. Don't forget that you're making an agreement with us on behalf of everyone going on holiday. It's up to you to make sure that they all know about these terms and accept them.

This agreement doesn't allow either us or you to transfer or subcontract any of the things in it without getting the other's permission in writing. But we may ask other companies to deliver parts of the agreement – although if anything went wrong, it would be our fault.

If a court or a similar organisation questioned any part of these terms, the rest of the agreement would still be valid. It would also still be valid if we allowed you to do something that we wouldn't normally allow under the agreement.

- (b) When things are our fault

We'll do our best to give you a great break, and we accept responsibility for things that go wrong that we should have foreseen or prevented when you booked. We'll deal reasonably and proportionately with any claims for loss or damage that are our fault, and we'll never try to avoid responsibility for things that the law says we can't.

If you or someone you bring with you gets hurt in some way, or any of your belongings are lost or damaged, **it will only be our fault if we should have done something to stop it happening but didn't.**

We will be responsible if our negligence (or the negligence of any of our staff) causes injury to, or the death of, any member of the family on the break. We will also be responsible for any other matter we are not legally allowed to limit or exclude. Aside from in those circumstances, **our liability will be limited to the cost of providing the break.**

(c) Things beyond our control

Unfortunately, **neither we nor our providers can take responsibility or pay compensation for things beyond our control that impact on your break.** Some of the things we mean by 'things beyond our control' are fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and epidemics.

(d) English law

We're based in London, so we're subject to English law, which means that if it ever came to it (and we hope it never would), we both agree that English law would apply to this agreement. And if things went really wrong, we both agree to allow the English courts to make the decisions.

(e) Using your personal information

When you book a holiday with us, you'll be giving us some personal information about you and the other people coming with you. Please see our privacy policy <https://www.familyholidayassociation.org.uk/privacypolicy/>, which explains how we will use that information.