# PRICES & BOOKING AGREEMENT

This section provides all the information you need before you book. This includes:

- Information about arriving at, staying at, and departing Bluestone.
- Details of your party that we need to know about including any additional needs.
- Contact details.

If you would like a large print version of this section please call us on **01834 862 400**.

## What's included in your break?

#### 1. Booking

Book online at www.bluestonewales.com or call 01834 862 400. We accept payment via debit or credit card.

#### 2. Price

Any prices listed in this guide are subject to change. The most up to date prices are always on our website and will be quoted when you make a booking through our sales office.

The price of your break includes:

- Your chosen accommodation.
- Bed linen (except cot linen).
- Towels in your accommodation (additional can be hired).
- Multichannel Digital TV.
- Wi-Fi in all accomodations (suitable for general internet browsing although some services and sites may be restricted).
- Bluestone guests benefit from complimentary standard Blue Lagoon entry between 9:00am and 5:00pm daily. Bluestone guests also benefit from exclusive and complimentary access to the Blue Lagoon daily between 9:00am to 12:00pm. Certain special events are chargeable. The Blue Lagoon supervision policy is as follows:

- Under-4s we require 1 adult (aged 18 years+) to 1 child in the water & facility at all times.
- 4-7 years we require 1 adult (aged 18+ years) to 2 children in the water & facility at all times.
- 8-11 years we require an adult (aged 18+ years) to remain in the building whilst any children swim or are using the facilities.
- 12+ years we do not require any supervision however they swim at their own risk.
- 2x Adults with 3x Children may enter the pool at their own risk with use of a band system and disclaimer provided at reception.
- 1x Adult with 2x Under-4s to be isolated in Nippers Pool (Designated Safe Area = Nippers Cove).
- Please note that you cannot hire towels from the Blue Lagoon but towels can be purchased. Please visit reception for more information.
- A travel cot and a high chair are provided in each lodge/cottage (cot linen not provided). Additional cots & high chairs are chargeable.
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- Access to Bluestone's 500 acre site, either on foot or by cycling also including ancient woodland within

Pembrokeshire Coast National Park.

- Access to the Bluestone village including restaurants, pub, shops and amenities.
- Nature Trails.
- Free Range Fun.
- Any other services or amenities specifically associated with accommodation type.

#### 3. What happens once you've booked

We will confirm your booking within 1 hour by email. We would ask you to check the details carefully and to come back to us if anything is incorrect within 24 hours of making your booking. You can access the "Manage Your Booking" section to pre-book any activities, spa treatments or dining options. You will receive a "Plan Your Stay" email informing you about our activities and offers before you arrive.

## **Terms & Conditions**

#### A. Booking and paying for your break

A1. You can book through our website www.bluestonewales.com, or by telephoning 01834 862 400. Please note that you must be over 18 to make a booking. If booking more than 12 weeks ahead, an immediate, non-refundable deposit payment of 35% of the total cost of your break is required to secure your booking. This payment covers the cost of processing your reservation. You may pay the full cost of your break at the time of booking or at any time before 12 weeks prior to the start of your break via your online account or by telephoning us on 01834 862 400 to make the final payment. You may make additional oneoff payments via your online account. In all cases the full balance must be paid by the 12-week deadline, if you do not pay your full balance on time then the break will be cancelled and any deposit paid will be forfeited. Alternatively, you may call us on 01834 862 400 to make the final payment. If booking less than 12 weeks ahead, full payment is required at the time of making your reservation. This may be made online or by telephone.

#### A2. Payment

We accept payment by credit/charge or debit card only. Credit/charge and debit cards will normally be authorised and charged to your account within one working day of the payment.

#### A3. Confirmation

The price of your break and any additional charges, along with details of payments made and due will be confirmed to you by email within 1 hour of your booking. Please make sure your email address is correct at the time of booking.

Please check the details on your confirmation carefully. If any of the details are inaccurate or no longer apply, please inform our reservations team immediately. Failure to meet the payment schedule detailed in your confirmation will result in the cancellation of your reservation, and the forfeiture of your deposit. No payment reminders are sent

#### A4. The Contract

When we receive the required payment and you have received confirmation a contract is formed. This will be deemed to be 24 hours when sent electronically. If you have not received your confirmation within these timescales please contact us immediately. Please be aware that if a error causes the price to be substantially incorrect, we reserve the right to refund the payment and cancel the reservation.

Your principal contract is with Bluestone Resorts Limited. The contract is made up of the entire contents of the current brochure and current 'Prices and Booking Agreement Guide', the confirmation and these terms (which we sent to you following your telephone reservation or which you accepted online at the time of booking).

Our contract with you binds you (the person named on the confirmation), and all members of your party, including children. All members of your party must accept this contract which remains in effect until the last of your party has left Bluestone.

## B. How much you pay and what you're paying for

**B1.** Bluestone prices are subject to change. The most up-to-date prices are on our website and will be quoted when you make a reservation. The agreed price for your break will be on the confirmation.

#### B2. This price includes:

- The cost of your accommodation.
- Free use of the Blue Lagoon during

standard opening hours. Special events are chargeable.

- A travel cot (excludes bedding) and a high chair (On request for studio apartments).
- Wi-Fi in all accommodations (suitable for general internet browsing, some services and sites may be restricted).

Other facilities can be purchased separately and details are contained within B3 below.

#### B3. The price does not include:

- Use of facilities and activities not included within your break.
  For example cycle hire and spa treatments. Separate charges, agreements and booking arrangements apply for these and other items.
- Cot linen.
- Additional cots and highchairs or other children's equipment for your accommodation.
- Preferred location charges (see B4 below).

#### **B4.** Preferred location charges

You may select the location of your accommodation (e.g. next to friends or a specific lodge setting). Such preference is however subject to availability, may not be transferable to a future date if the break is moved, and may be refunded with no compensation given if the lodge must be removed from availability for maintenance.

#### C. Before you book

## C1. Additional requirements and disabilities

We welcome guests with a disability, restricted mobility, particular care or medical requirements. However, we need to know of any additional needs at time of booking so we can ensure that our services are as accessible as reasonably possible.

Please call us on 01834 862 400 so that

we can discuss your requirements along with availability, suitability and any reasonable adjustments we are able to make.

#### C2. Medical assistance and clinical waste

The nearest GP's surgery is 6 miles away in Narberth and the nearest Accident & Emergency unit is 11 miles away in Haverfordwest. If you will need to dispose of clinical waste during your stay, please inform the reservations team when booking.

#### C3. Groups and organisations

If a booking is for large groups necessitating four or more accommodation units and/or is to include members from an organisation, or those benefiting from activities organised by third parties, we will require certain information - including the name of the organisation - before the booking can be confirmed. You will also be required to provide any other information we may reasonably request.

In every accommodation unit there must be enough capable and responsible adults over 18 years of age to oversee the rest of the party. One such adult has to take responsibility for the whole party and has to be present throughout the stay. The name and contact details of this person must be confirmed on arrival at Bluestone.

#### C4. Information about your party

We have the right to obtain at any time, the name, age, address and gender of each member of your party before confirming your booking. Unless we agree otherwise, you (the booker) must be a member of your party. Entry to Bluestone may be delayed or refused if you fail to provide us with full details of party members before arrival.

We want to maintain a safe and secure environment for you and your family and as such we don't knowingly allow anyone to use or visit our resort who is a convicted child sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice. If we are made aware of anyone whose attendance at Bluestone would bring Bluestone into disrepute or would affect the safety or security of the Bluestone environment, then they (and their party) will be asked to leave the resort.

## *C5. Use of Bluestone breaks in promotional activity*

Should you wish to use a Bluestone break in some form of promotional capacity, you must contact the Bluestone marketing department before making any booking. They will specify the special requirements that apply, and by booking you will be deemed to have accepted them. If our requirements are not met and maintained, we have the right to cancel the booking at any time.

#### D. Changing or cancelling your booking

#### D1. Changing your booking

Should you wish to make a change to your booking once it is confirmed, we will try to meet your request. Changes are possible 12 weeks or more before your holiday start date. A charge of £35 will be payable for each alteration. Each alteration is subject to availability.

You must select your new start date within 4 weeks of requesting the change, otherwise the change will be treated as a cancellation and a fee will apply, as specified in D2. You may only change your holiday start date once. Please note that you will also incur additional charges if the cost of your holiday rises. No refund will be given should the new dates be less than your original dates.

You may not advertise, use, give or resell your break or any promotional discount or offer (for profit or otherwise) or use it in connection with a competition, promotion, business and charity or any other similar venture without our express advance written permission. Please note our right to cancel for breach of any terms in this agreement in paragraph A4.

#### D2. If you cancel (accommodation)

D2a. If you cancel on a self-catering rate (accommodation), you may cancel your break at anytime. However, an administration fee of £35 will apply. In addition a cancellation fee may be charged based on your rate type (selfcatering or FLEXI):

Number of weeks before arrival date that notification is received.	Cancellation charge as % of total break cost.	
More than 39.	Nil (admin fee)	
More than 12 but not	35% (Full deposit)	
more than 39 .		
More than 8 but not	50%	
more than 12.		
More than 4 but not	75%	
more than 8.		
4 weeks or less.	100%	

If you wish to cancel activities, a separate arrangement applies. Please see D3 below.

D2b. If you cancel on a FLEXI rate (accommodation), you may cancel your break at anytime. However, an administration fee of £35 will apply. In addition a cancellation fee may be charged based on your rate type (selfcatering or FLEXI):

	FLEXI rate	
Timeline	Amendment	Cancellation
More than 39 weeks	Allow amendments	Refund a <b>ll</b> owed
More than 12 but not 39 weeks	Allow amendments	Refund a <b>ll</b> owed
More than 8 but not 12 weeks	Allow amendments	Refund a <b>ll</b> owed
More than 4 but not 8 weeks	Allow amendments	75% cance <b>ll</b> ation fee
More than 21 days	Allow amendments	100% cance <b>ll</b> ation fee
Less than 21 days	100% Cance <b>ll</b> ation fee	100% cance <b>ll</b> ation fee

#### Please note:

All amendments and cancellations are subject to £35 administration fee.

Non payment of full balance by due date will invalidate FLEXI rate terms.

Your refundable balance is all monies paid less than the FLEXI rate fee and any unrecoverable commitments that we have made to third parties, in connection to pre-booked activities and events.

Any refunds due can only be made by the original payment method.

If you wish to cancel activities, a separate arrangement applies. Please see D3 below.

You can cancel or request an amend to your holiday as shown in the above table with us online by visiting www. bluestonewales.com/FLEXI. We highly recommend appropriate travel insurance cover for your party.

#### D2c. Impacted by COVID-19

In the event you are unable to travel due to a confirmed Coronavirus outbreak dictated by the UK, Welsh, Scottish or Irish Governments within 28 days of your arrival, please contact your insurance provider in the first instance. Followed by breakchange@bluestonewales.com with the following information and our management team will review your request. (We may wish to view further documentation to support your request):

- Confirmation number.
- Requested break change date.

We aim to process refunds within 28 days of your arrival date. Any additional costs will need to be paid within 12 weeks of new arrival date and any new break would be subject to standard terms and conditions.

It is your responsibility to comply with all relevant Government regulations, be that from the UK, Welsh, Scottish or Irish Governments, which are applicable to your break.

#### D3. If you cancel (activities, spa treatments, bike & buggies and restaurant bookings)

Please note booking of the above is nonrefundable unless the booking is resold. With sufficient notice (a minimum of 48 hours) we will endeavour to transfer the booking to another date/time. All deposits for restaurant bookings are nonrefundable. Please note a valid receipt as proof of purchase must be provided in order for a refund to be processed.

#### *D4. If we cancel (accommodation)*

We reserve the right to cancel your booking at any time should it become impossible for us to provide the holiday you have booked, or if we have any reason to believe that you or any member of your party appear to be of a disruptive influence on the other guests. We also reserve the right to cancel if a technical error has occurred in processing your booking.

Where we cancel your holiday before you arrive we will refund any payment made to us but we will not pay any compensation. Where we cancel your booking after arrival you will receive no refund or compensation.

We have the right to cancel your booking, or to instruct you or your party to leave Bluestone immediately, without compensation or refund, should you or any of your party breach the terms of this contract.

We have the right to close any Bluestone facilities/amenities at our absolute discretion. Either temporarily or for the duration of your stay where we are of the reasonable opinion that to keep such Bluestone facilities/amenities open may pose a risk to you, our guests or our staff (this shall include without limitation any closures which are deemed necessary due to the COVID-19 pandemic). No refunds or compensation will be given in these circumstances.

If we are aware in advance that 25% or more of Bluestone facilities/amenities are not available during your stay (which shall not include any Bluestone facilities/ amenities that may be closed as they may pose a risk to you, our guests or our staff (this shall include without limitation any closures which are deemed necessary due to the COVID-19 pandemic)), and that your break is negatively affected as a result, we will offer you the following options, subject to availability:

- Change your holiday start date.
- Cancel your break with a full refund (without cancellation charge).

#### D5. If we cancel (activities, spa treatments, bike & buggies and restaurant bookings)

If Bluestone takes the decision to withdraw an activity, spa treatment or the hire of a bike and buggy, we will refund the total cost of the booking.

Please note a valid receipt as proof of purchase must be provided in order for a refund to be processed.

#### D6. Refunds

Where refunded, payments made by credit/charge or debit card will be refunded to the same card, less any non-refundable payment. All refunds will be processed as quickly as possible and within 28 days of your arrival date.

#### E. Before you arrive

*E1.* Wherever possible, we recommend that you pre-book desired activities to avoid disappointment.

*E2.* Our website www.bluestonewales. com contains all the latest information and any particular circumstances that will apply to your break. Please check the website before you leave home to ensure you are fully advised.

*E3.* You should inform us immediately if any member of your party has or develops a contagious medical condition during your stay, or within four weeks of your arrival date. If any member of your party does develop such a condition, we have the right to:

• Refuse to accept your booking. (Please see section D2c for "Impacted by COVID-19")

Cancel your break.

• Ask any member of your party to refrain from taking part in certain activities.

• Ask any member of your party to leave Bluestone immediately.

You should also advise us of any other additional medical circumstances. Such information will be treated sensitively and our team will review your best options. *E4.* It is a requirement of booking that you provide details of the people staying in the accommodation before you arrive. If you provide email addresses for other party members they will be able to add activities before arrival (using their own payment details) and will be able to see all activities booked by any member of the party.

E5. It is a requirement of Bluestone that vou provide accurate details of the ages and number of people in your party and that the total number of people does not occupy more than the stated capacity for the accommodation. In the event that it does we may be able to offer you the option to hire a z-bed for those individuals subject to a hire cost, availability and lodge type. If we are unable to do so then we reserve the right to ask you to either amend the number of people attending so that you are within occupancy of the lodge, or to purchase an additional lodge at full price (subject to availability) to ensure all the accommodations are within occupancy limits, or to cancel your break with a loss of deposit as if you had voluntarily cancelled vour break in clause D2.

#### F. Arrival

*F1.* You may arrive from 11:00am on your arrival date and may use our facilities from that time.

*F2.* Your accommodation will be available from 4:30pm, 3:00pm or 2:00pm depending on your accommodation type. The time is as per your confirmation email and shown in your online account details.

*F3.* You may take your vehicle to your accommodation to unload it, but it must be returned to the long-stay car park immediately afterwards. In the interests of health and safety and general customer welfare we actively enforce this requirement.

#### G. During your stay

**G1.** To help ensure your party and all our other guests get the most from their stay at Bluestone, you are required to comply with all guidance supplied to you by us or our staff. Failure to comply with any guidance made available to you may require you and/or any member of your party to leave the resort immediately. No refunds or compensation will be given in these circumstances.

#### G2. Acceptable conduct

Bluestone insists upon reasonable standards of behaviour by all our guests. Excessively noisy or disruptive behaviour, or behaviour which has a negative effect on the well-being and enjoyment of other guests is unacceptable.

We will not tolerate offensive or illegal behaviour or aggression to Bluestone staff or guests. In such circumstances we may involve the police, and/or require you and/or any member of your party to leave the site immediately. No refunds or compensation will be given in these circumstances and we reserve the right to refuse any future bookings from you or any member of your party. Breakages and damages to the lodge require immediate payment which will be charged to the card that payment was made with.

#### G3. Responsibility for children

There must be at least one capable and responsible adult over the age of 18 in every accommodation unit, who is responsible for the supervision of all members or your party under the age of 18.

Children remain the responsibility of their parents or guardians at all times. It is important that parents always know where their children are, and the times activities start and finish. Please note that children's activities are unsupervised unless otherwise stated.

#### G4. People at Risk

A copy of our People at Risk policy statement is available on request. It is our policy to assist any proper enquiries, or to investigate any incident or allegation of concern about a person in our care or staying at Bluestone. If we consider it necessary, we will refer the matter to an appropriate outside authority.

#### G5. Facilities and activities

 All 'Plan Your Stay' guides will be sent via email before your arrival detailing the facilities and activities which may be purchased separately. These may be booked before your break or following your arrival at Bluestone. All facilities and activities are subject to availability. We advise to pre-book before arrival.

- Outdoor activities are subject to appropriate weather and may be withdrawn, subject to notice. If we have to cancel an activity and you have already paid for it, we will offer you a full refund of the activity price that you paid. No other compensation will be payable.
- Compensation will not be paid where facilities/activities are unavailable or fully booked except in circumstances specified in section D5.
- You must comply with any conditions applying to Bluestone facilities and activities we inform you of at any time. It is your responsibility to ensure that any activity or facility selected by any member of your party is suitable for those who are taking part. Unless we have agreed to supervise, responsibility for supervision of children under the age of 8 taking part in activities or using facilities falls to you.
- We will not accept activity bookings from children under the age of 12. Children over the age of 12 will be deemed to have consent from you and their parent/guardian to book and participate in the activity concerned. It will also be deemed that the activity is suitable for them.
- The Blue Lagoon supervision policy is as follows: Adults aged 18 or over can supervise 2 children between the ages of 4 and 8 or one child under the age of 4. Please note that you cannot hire towels from the Blue Lagoon but towels can be purchased for £4 each. In order to hire a buggy you must hold a valid full UK driving license which must be produced when collecting the buggy. Any additional drivers of the buggy must also hold a valid full UK driving license which must be produced at the same time. If as the hirer of the buggy you allow people to drive who do not hold a valid license then we reserve the right to terminate the hire without any compensation.

#### G6. Look after your belongings

Your personal belongings remain your responsibility at all times. Please lock your vehicle securely and remove all valuable items from view.

#### G7. Food and drink

Food and drink described in menus and other communications are provided subject to availability.

## *G8. Please roll, jump, play and walk on our grass*

#### G9. Accommodation

You must leave your accommodation in a clean and tidy condition. We reserve the right to charge you

for any extra cleaning, missing items or damage. We reserve the right to enter your accommodation

at any time for any reasonable purpose. You must not exceed the maximum number of guests in each accommodation unit (as stated on our website). If it does exceed the maximum number of guests, we may move those additional persons to another unit and charge them or you full price.

#### G10. Recycling

Please help us fulfil our commitment to environmental responsibility by following the arrangements for waste segregation explained in the information pack in your accommodation.

### *G11. Litter and refuse bags when you leave*

Please dispose of your litter in the appropriate receptacles and do not leave bins outside accommodations.

#### G12. Maintenance

In line with our policy of continuous improvement, you may find that some facilities and/or accommodation units are closed for maintenance, replacement or improvement. Maintenance or housekeeping work may also be undertaken in and around your accommodation during your stay, but we will endeavour to keep any disturbance to a minimum.

## G13. Use of vehicles within the Bluestone site

With the exception of unloading/loading at your accommodation on arrival and departure, guest vehicles may not be used within Bluestone. Once unloading/loading of your vehicle has been completed, it must be returned to the long stay car park immediately.

Please drive carefully. Give way to pedestrians, buggies and cyclists at all times. Keep to the left and within the speed limit.

In the interests of safety, all vehicles that are not parked in specified parking areas may be towed away and a charge levied to you for doing so. We do not accept any liability for damage caused under these circumstances unless it is demonstrably due to our negligence.

Vehicular access is required for emergency services, Bluestone and other authorised suppliers or contractors.

If your vehicle is the only suitable means of getting around, an access permit may be provided to you upon production of a valid Blue Badge or in exceptional circumstances. The Bluestone special access parking permit must be displayed at all times and only vehicles displaying the permit may be parked in the designated parking bays.

#### G14. Licensed premises

Proof of age may be asked for when buying alcohol on the site. We shall not serve or sell alcohol to anyone who appears to be under the age of 21 (and cannot prove they are over 18), or whom we consider to have been drinking excessively. We will accept a photo driving licence, a passport or a proof of age scheme which carries the PASS logo hologram. Only food and drink purchased at the outlet may be consumed within the outlet.

#### G15. Smoking

Smoking is not permitted in any buildings, lodges or apartments. It is permitted only in designated areas. Please note this includes E/electronic cigarettes. If you smoke within your accommodation we reserve the right to charge an additional £50 deep clean charge.

#### G16. Dogs

Dogs are not allowed on site (except assistance dogs). There are kennels operating locally and we can provide a list upon request, but inclusion upon the list does not mean or imply that Bluestone endorses that facility. We accept no liability for anything that happens to your dog while it is in the care of the third party.

#### G17. Wildlife

Please note and remember that the Bluestone site is the natural habitat of a variety of wildlife. You should note any information and guidance provided in any of our information booklets or notices.

#### G18. Dangerous items

No shotgun, knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or similar item may be brought onto the Bluestone site under any circumstances.

#### G19. Photography

No form of photography or filming is permitted in any changing areas in the Blue Lagoon.

Photography for commercial purposes is not permitted in any part of the site. Filming and/or photography for promotional or training purposes may be in progress at Bluestone during your break. Should you not wish to appear in any such material please notify us on or before your arrival at Bluestone.

#### G20. Additional charges

By booking you agree that we have the right to recover from you the costs of any damage to Bluestone property resulting from any breach of this contract you commit, as well as charge for late checkout, and if the housekeeping agreement has not been adhered too.

We also reserve the right to charge the value of any compensation and/ or costs or fees we may pay to others which we have incurred as a result from you or any member of your parties action or inaction or breach of this contract. We will charge the card on file of the lead booker and issue an invoice. If the card is declined we will contact the lead booker for an alternative payment method.

If we are unable to collect payment within 30 days we reserve the right to issue court proceedings.

#### G21. Drones

Drones may not be used at Bluestone unless written authorisation has been granted in advance of arrival. Such authorisation, if granted, will specify conditions and limitations which have to be followed in order for permission to remain valid.

#### G22. Barbecues

You are welcome to bring your own barbecue for your stay, or disposable barbecues may be purchased from our retail outlets. Please exercise extreme caution if you are using a barbecue on Bluestone premises. Only lumpwood charcoal barbecues are permitted, and these must be raised on legs or be of the 'Hibachi' type. Gas barbecues are not permitted. Barbecues must be placed on the stone patio area of the lodge, a minimum distance of 2m from the lodge building. Disposable barbecues must be placed directly on hard ground and not on grass or wooden furniture. Only proprietary lighting products may be used. Please ensure that the barbecue is attended at all times, and take particular care when children are about.

Embers should be extinguished and allowed to go completely cold before disposal. Do not put hot embers into the bins. Barbecues are not permitted if you are staying in a studio apartment, a village cottage, or in a Platinum lodge in Merlin's Crest.

#### G23. International arrivals

All guests visiting the resort from overseas please check the UK government's Travel Corridor list. You cannot use Bluestone resort as a quarantine location; you must complete any quarantine requirements prior to your planned break.

#### G24. Guest restrictions

We do not knowingly allow anyone to use or visit our resort who is a convicted child sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice.

#### H. Departure

*H1.* Your accommodation must be vacated and any hired bikes or buggies returned to the Cycle Centre by 10:00am on the day of your departure.

*H2.* You may drive your car to your accommodation for loading only. It must be returned to the long stay car park immediately afterwards. You are required to return your key cards by 10:00am. Please ensure you hand these to Guest Services or put them in the collection box as you leave.

*H3*. You are welcome to continue to enjoy Bluestone facilities on your day of departure, but you must leave by 3:00pm.

#### I. Additional information

**11.** We accept your preference request for a particular location on the basis that it is subject to availability at the time of your stay. In the event that your chosen accommodation is not available at the time of your stay, we will act reasonably in offering you either the nearest available equivalent or an alternative option which may mean a higher or lower price payable by you.

12. We hold a valid notification under the Data Protection (Charges and Information) Regulations 2018 Registration number: Z1219762. All the information we hold about you and members of your party may be stored in a computer and other filing systems. We will only use this information to provide our services to you, to conduct market research and to provide you with information about our products and services including those of selected third parties. If you do not wish to be contacted by us or such third parties please inform us in writing.

**13.** CCTV cameras operate at some locations in the interests of public safety.

*I4.* We may record or monitor calls for training, quality or clarification purposes.

*I5.* Photographs in promotional material are for guidance only.

*16.* Your contract with us and any matters arising from it shall be subject to English Law and to the jurisdiction of the Courts of England and Wales. If you are resident in Scotland or Northern Ireland, the Courts of Scotland or Northern Ireland can deal with any disputes.

*I7.* Your stay will not give rise to any tenancy agreement between us.

18. Should any part of our contract be deemed by law to be void, the remainder of this contract will, if capable, continue in full force and effect. Headings used in this contract are included for convenience only and shall not affect its interpretation or construction.

19. Should we find any lost property (excluding food stuffs and certain other items) we will keep it safe for 4 weeks. If you don't contact us in that time to ascertain whether we have found your property then it will either be donated to charity, recycled or destroyed. Please note that it is your responsibility to pay for postage for any items that you wish to have returned.

#### J. Liability, compensation and complaints

J1. Your booking with us will not constitute a "package" as defined in The Package Travel and Linked Travel Arrangements Regulations 2018 which, therefore, will not apply to your holiday with us.

J2. Bluestone shall be liable to you for any loss, damage, injury or death ("loss") caused by the negligent acts or omissions of Bluestone, its servants or agents. Where loss is caused by the acts or omissions of the third party, Bluestone shall only be liable to you for that loss if the third party is a supplier of goods or services for your holiday, the third party is not a normally competent supplier of such goods or services and Bluestone failed to exercise proper care in the selection of the third party. Other than the above, or as set out elsewhere in their terms, Bluestone shall have no liability to you for loss.

*J3.* In all cases, except personal injury or death, our liability to you for the total of all claims arising out of your break with us is limited to the cost of your booking less any insurance, cancellation, amendment or separate charges. We will not be responsible for any matters that result from events beyond our control.

*J4.* Any assistance you require or concerns should be brought to our attention immediately to a member of staff or to Guest Services. We are not responsible for any matter of which you were aware and failed to notify us during your break.

J5. Any reported matter which has not been resolved during your break should be advised either via email to grelations@ bluestonewales.com or in writing to the Guest Services Manager at Bluestone Resorts Limited, The Grange, Canaston Wood, Narberth, Pembrokeshire SA67 8DE within 28 days of the end of your break. In such cases, we will only correspond with the person named on the booking. Failure to follow this procedure may reduce or extinguish any rights you may have to make a claim against us. If you have any further questions, our reservations team on 01834 862 400 will be glad to help you.

Bluestone Resorts Limited, The Grange, Canaston Wood, Narberth, Pembrokeshire SA67 8DE.

#### **K.1 Lodge Protection**

Lodge Protection covers up to the value of £150, Bluestone will not pay for any damage that the Lodge management team deem to be caused wilfully or if excessive cleaning is needed once your party has vacated the lodge after your stay.

Protection cover will not apply for damage caused by:

**a**. Failure to lock or secure the lodge correctly

**b**. Personal Injury due to accident or damage.

c. Use of the lodge for any illegal purpose

**d**. Use of appliance for anything other than it's original purpose.

**e**. Use of appliances whilst under the influence of alcohol or drugs,

**f**. Overloading of lodge appliances/furniture with more household items /persons than intended for use.

**g**. Incorrect use of appliance as detailed by the manufacturer.

**h**. Removal of appliances/furniture from it's original location such as sofa's outside.

i. Smoking inside of the premises

#### **K.2 Buggy Protection**

Covers up to the value of £200, you will still be liable for any difference in cost. Buggy Protection will not pay for any damage that the Buggy hire management team deem to be caused wilfully. Photo evidence and report may be supplied.

A. Please ensure you check your buggy for damage BEFORE you drive. Damage noted on collection can be emailed to BuggyDamage@bluestonewales.com or uploaded via www.bluestonewales.com/ Buggy-Damage

**B**. Cover is Non refundable following the use of your buggy.

Protection cover will not apply for damage caused by:

**a**. Use by an unauthorised driver or minor.

**b**. Use by an unlicensed driver.

**c**. Failure to lock or secure the vehicle correctly

**d**. Failure to stop using the vehicle once a fault becomes known

e. Injury to vehicle occupants or others.

**f**. Use of vehicle for any illegal purpose or deliberately causing injury or damage to property, racing, or teaching someone to drive.

**g**. Use whilst under the influence of alcohol or drugs,

**h**. Overloaded with more passengers than seatbelts,

i. Towing, use off road, transporting dangerous or noxious substances, use of or parking of the vehicle in a reckless manner

**j**. Incorrect connection of the charging cable or failure to disconnect the cable.

**k**. Or any breach of your obligations under the Bike & Buggy terms and conditions supplied and agreed prior to hire.

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#### How to book To book a stay at Bluestone, book online at www.bluestonewales.com or call our reservations service on 01834 862 400

Information and prices contained within this brochure are correct at time of print, however are subject to change.

For latest information and prices please visit our website www.bluestonewales.com. Where there is any contradiction between the website and this booklet the website takes precedence.

E&OE. October 2023.

