

Please read these carefully. These terms and conditions are issued by Nash Tackle Limited t/as Nash Resorts ('the Operator') and form part of the contract between the Operator and you and govern the terms on which the Operator offers holiday services.

No contract shall be formed between you and the Operator until you have received confirmation that the Operator has accepted your booking. The completion of a booking form or receipt of the confirmation documentation confirms acceptance of the Operator's terms and conditions. It is a responsibility of the person booking the holiday ('the Group Leader') to ensure that all members of his/her party are aware of these terms and conditions.

'we,' 'us' or 'ours' means the Operator.

#### Payment:

You will pay a deposit of £150, per person, within 5 working days of booking the holiday unless otherwise agreed by us.

The balance of your payment is due as is stated in the brochure.

In the event that you do not make a payment in full by the due date your holiday may be cancelled and cancellation charges will apply.

#### Cancellation By You:

You can only cancel your holiday by sending us notice in writing by post. Your cancellation is only effective from the date we receive your written notification.

If you cancel 56 days, or more, before the start date you will forfeit your deposit.

If you cancel less than 56 days before the start of your holiday you will forfeit your deposit and still have to pay the balance of your holiday price. However, if we are able to re-let your holiday we will refund the whole or part of the holiday price up to the amount we obtain from the re-letting.

#### Amendments:

If you wish to amend details of your holiday we will try to accommodate you. We are, however, not bound to accept any amendment. Any request for amendment should be made in writing and any amendments to your holiday will attract a non-refundable administration charge of £20 per person.

Occasionally we have to make changes to the holidays. We therefore have to reserve the right to either amend or cancel your holiday. In the unlikely event of us having to cancel or amend your holiday, except where you have failed to make payment, we will offer you the choice of a full refund of all monies paid to us or the purchase of an alternative holiday (if available) with you paying or receiving a refund in respect of any price difference.

In all cases our liability is limited to either refund of the price or the offer of an alternative holiday (where available) and we cannot meet any costs or expenses you incur as a result of any cancellation or change. No compensation is payable and no liability offered other than refund of the money you have paid or an alternative holiday. Claims for compensation for loss of enjoyment or other expenses not arranged with us, including travelling expenses or travel tickets, are specifically excluded.

Minor changes do not entitle you to cancel or change to another holiday without paying our normal charges.

#### Rules:

The Group Leader is responsible for ensuring that members of the party follow all safety regulations and other directions at the site. We reserve the right to refuse admission or to remove you from the site if you or any member of your party do not follow such safety regulations. In that situation we will not have any further responsibility or liability. We shall not be liable for any costs, loss or damage and no refunds will be made.

You may be asked to pay a security deposit on arrival at the venue. The Group Leader is responsible for any damage done or loss sustained to any facilities at the site during the stay.

If, in the reasonable opinion of the Manager of the site you or any member of your party is unsuitable to remain at the site because of suspected or actual influence of drugs or alcohol or because of irresponsible behaviour likely to cause danger to themselves, other persons or property then you and/or members of your party can be removed from the site. In that situation neither the Manager nor we will have any further responsibility or liability. We shall not be liable for costs, loss or damage and no refunds will be made.

#### Force Majeure:

We cannot accept liability and no compensation will be payable where the performance or prompt performance of our contract with you is prevented or affected by 'force majeure.' In these terms 'force majeure' means any event that we or any other supplier of the services in question could not, even with due care, have been foreseen and avoided. This may include war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions and all similar events outside our control.

#### People Aged Under 18:

The Group Leader must be over the age of 18 years. It is the Group Leader's responsibility to ensure the safety of any member of the party under the age of 18.

#### Insurance:

It is your responsibility to ensure that you have adequate travel and personal insurance to cover all instances of death, personal injury, loss and/or damage to property and/or medical expenses. The booking of a holiday is confirmation by the Group Leader, to us, on behalf of the Group, that appropriate insurance is in place.

It is your responsibility to read your policy details carefully and take them with you on holiday and to ensure that the insurance cover is adequate for your needs.

#### Travel: For Independent Travellers:

We only offer the services described in this brochure. It is your responsibility to ensure that you make appropriate travel arrangements. It is no part of our contract to supply you with travel arrangements nor can we accept any liability whatsoever in this regard.

#### Passport/Visa/Vaccination:

It is recommended that you and each and every member of the party possess a valid passport and visa (if applicable). It is your responsibility to ensure that you have any applicable vaccinations before you travel. If you fail to obtain any relevant documentation or vaccinations before you travel you are solely responsible for any costs, loss or damage which you incur as a result of that failure. We shall not be liable for any costs, loss or damage and no refunds will be made.

#### Data Protection Policy:

You consent to our use of any personal details provided to us for our own internal administrative purposes and for future marketing. If you provide us with fax, phone or email details you authorise us to contact you using that method. If you decide that you no longer wish us to communicate with you, or your details change, or you decide to register with the telephone/fax preference service in the UK or any equivalent you agree to tell us to enable us to update our records.

We will hold your information and may use it to inform you of offers in the future or to send you brochures. Again, if you do not want to receive this information in the future please write to us. We will not provide your details to selected third parties for marketing purposes.

#### Brochure Details:

We take every reasonable precaution to ensure that all details in the brochure are accurate. There are however be small differences between the actual services offered and their description in the brochure. Occasionally, some facilities or services may become unavailable or subject to restriction. We cannot accept responsibility for any inaccurate, incomplete or misleading information except in the case of negligence by us.

#### This Contract:

This contract is governed by English Law. We and you agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales.

#### Complaints and Claims:

If you have a complaint whilst you are on holiday please inform the Manager immediately so that remedial action, where possible, can be taken.

If your complaint cannot be resolved then please contact us on telephone no. UK 01702 233232 as soon as possible and we will endeavour to help you.

If you remain dissatisfied and wish to make a claim against us, then you must write to us within 28 days of your return home giving full details and your booking reference number.

For all complaints and claims that do not involve personal injury, illness or death we cannot accept any liability if you fail to notify any complaint or claim within 28 days of your return home as we have been deprived of the opportunity to investigate and if appropriate rectify the problem.

#### Liability:

You must take all necessary steps to safeguard your personal safety. We accept no liability for any death or personal injury unless this results from the negligence of us or our employees (provided they were at the time acting in the course of their employment.)

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment) damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- the fault of either you or a member of your party; or
- the fault of any third party; or
- an event or circumstance which we could not have predicted or avoided even after taking reasonable care; or
- the fault of anyone not carrying out any work for us.

The maximum amount we may have to pay you for any and all claims or part of claims which do not involve personal injury, illness or death is limited. The maximum amount we will have to pay you for such non-personal injury claims, if we are found liable to you on any basis, is twice the price of the holiday (excluding amendment charges) This maximum amount will only be payable when you have not received any benefit at all from your holiday.

#### Notices:

Any notices due to be served under these terms and conditions will be sent by us to the address given on your booking form. You must write to us at Nash Resorts, PO Box 2061, Rayleigh, Essex SS6 9WQ



TERMS & CONDITIONS

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**Rayleigh**  
**Essex**  
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