

## 1 Legalities

1.1 These terms and conditions will come into effect when we notify you in writing that we have accepted your booking, care plan and deposit payment. By signing the booking form you are confirming that you have read and understood these terms and conditions and accept the information in relation to the holiday you have booked. You are also accepting that our terms and conditions form the basis of the contract between Morley Care Services Limited and you. These terms and conditions may alter from time to time.

1.2 When you make this booking on behalf of yourself or another person you undertake that you have the authority to accept and do accept on behalf of your party these booking conditions. This contract is made subject to these terms and conditions, which are governed by English Law and the non-exclusive jurisdiction of the English Courts.

1.3 The term 'client' means the person taking the holiday or the person/organisation who undertakes to make the booking on their behalf and is therefore deemed to be their representative. The person signing the booking form is held contractually liable for the booking.

## 2 Level of Support

2.1 Support is restricted to basic needs such as help with water temperatures for baths and showers, assistance with hair washing and shaving, sorting (but not laundering) clothing and prompting. Whilst 24 hour support is provided, support does not include provision for waking nights.

2.2 Failure to mention on the booking form and care plan any personal care, mobility issues or help with medical conditions considered to be over and above what is deemed basic support may result in the holiday being cancelled or additional charges applying.

## 3 Bookings

3.1 Holidays are booked on a first come first served basis when we receive a completed booking form, care plan and deposit payment (or the full cost of the holiday if it is less than 90 days before the start of the holiday). The holiday will be confirmed in writing. If the holiday is fully booked when we receive the completed booking form, care plan and payment, it will be returned immediately with an explanation.

3.2 If, after we review the care plan, we do not feel that this holiday is suitable according to your needs, we will return the payment immediately with an explanation of why we do not feel the holiday is suitable.

3.3 A deposit of 25% is required to secure a booking. The outstanding balance of the holiday is due 90 days prior to the commencement date of the holiday. If the commencement date of the holiday is less than 90 days when booking then the full cost of the holiday is due with the booking form and care plan. If the outstanding balance is not paid on or before the date due we may cancel the booking and you will be required to pay cancellation charges (see 4.1). The date of cancellation will be the date we receive your written confirmation that you intend to cancel a booking, or 14 days after the balance of the holiday cost is due, whichever comes first.

3.4 If you wish to change your holiday in any way after you have received written confirmation accepting you on the holiday, we will try to accommodate your request. However, this may not be possible. Any request to alter the holiday must be made by the person who has signed the booking form. Any costs arising from any changes will be agreed by us and payable by you. If you do not agree and the original holiday is no longer suitable, then our cancellation charges (see 4.1) will apply.

3.5 Holidays are not transferrable to other people. In these circumstances, you are required to cancel your holiday in accordance with procedures in section 4. The person wishing to take your place will need to submit a completed booking form and care plan within 7 days of your written notification of cancellation. The aforementioned terms and conditions mentioned in section 3 will apply and the person is not guaranteed a place. If we do not receive a completed booking form and care plan within 7 days of your written notification of cancellation, the

place will be re-advertised and may be offered to any other person applying for the holiday or on our waiting list.

3.6 Family or friends are able to accompany clients if they wish to do so. The same terms and conditions and charges apply.

## 4 Cancellation & Changes

4.1 You may cancel your holiday at any time. The person whose name appears on the booking form must provide written notification of cancellation. Because we will have incurred charges, if you cancel over 90 days before the date of departure you will lose your deposit. If you cancel between 15 and 89 days before the date of departure you will incur a charge of 75% of the total holiday cost. If you cancel between 7 and 14 days before the departure date you will incur a charge of 90% of the total holiday cost. If you cancel less than 7 days before the departure date you will incur a charge of 100% of the total holiday cost.

**IT IS STRONGLY RECOMMENDED THAT YOU OBTAIN CANCELLATION INSURANCE TO PROTECT YOUR DEPOSIT AND THE OUTSTANDING BALANCE IN THE EVENT OF CANCELLATION.**

4.2 There may be rare circumstances when we have to cancel a holiday. We may also have to cancel a holiday if the minimum number of clients required for a particular holiday has not been met. We will notify you immediately in writing and you will have the option of a refund of any monies paid without penalty or offered a place on an alternative holiday. Please note that no further compensation will be paid. We will expect you to tell us your decision within 14 days of our notification. If you accept a place on an alternative holiday, you agree to pay any difference in cost. Likewise, we will refund any monies if an overpayment has been made. *This does not apply if cancellation is due to non-payment by you of your outstanding balance.*

4.3 We reserve the right to make any minor changes to a holiday which are deemed necessary. We will inform you in writing of any minor changes made. If a significant change is made to the holiday (e.g. a change of departure date or change of location), we will notify you immediately in writing and you will have the option of a refund of any monies paid without penalty or offered a place on an alternative holiday. We will expect you to tell us your decision within 14 days of our notification. If you accept a place on an alternative holiday, you agree to pay any difference in cost. Likewise, we will refund any monies if an overpayment has been made.

4.4 If we have to cancel or change a holiday due to events beyond our control (including war, threat of war, riot, civil strife, terrorist activity, industrial dispute, fire, quarantine, epidemic or health risks, natural or nuclear disasters, port and terminal closures and/or adverse weather conditions or generally as a result of 'force majeure'), we will notify you immediately in writing and you will have the option of a refund of 50% of any monies paid or offered a place on an alternative holiday. We will expect you to tell us your decision within 14 days of our notification. If you accept a place on an alternative holiday, you agree to pay any difference in cost. Likewise, we will refund any monies if an overpayment has been made. *This does not apply if cancellation is due to non-payment by you of your outstanding balance.*

## 5 Insurance

5.1 Travel insurance is mandatory and is **NOT** included in the cost of your holiday. You will need to arrange your own personal travel insurance. The insurance should include medical insurance (up to £1,000,000.00) and liability insurance (up to £1,000,000), plus we recommend your cover includes holiday interruption, cancellation and personal accident. We cannot be held liable in the event of a claim arising from events out of our control as a result of optional activities run by others, or as a result of you partaking in activities which are not part of the original booking. We require a copy of your travel insurance document 28 days before the departure date of your holiday (showing the insurance company's name, the policy number and telephone number in case of emergencies). If evidence of adequate cover is not provided to us it may result in the cancellation of your holiday and the cancellation fees mentioned in 4.1 will apply.

## **6 Medical information**

6.1 The medical conditions of all clients must be identified to us in the care plan. Any changes in a client's condition between booking the holiday and the departure date must be notified as soon as possible. Any changes may result in the holiday being cancelled and cancellation charges being applied (see 4.1). If any condition is not notified to us prior to the departure date, we reserve the right to terminate the holiday for that particular client and arrangements will be made to collect them from their holiday destination. In these circumstances we will not be liable to complete the holiday arrangements, nor are we liable for any refund, compensation or other costs you may incur as a consequence.

6.2 You are requested to supply all medical and incontinence aids (including but not limited to single use disposable gloves, cleaning lotions, sun creams) required during your holiday. In the event of a shortage we will help the client to try and obtain additional supplies but we cannot guarantee that we can do so and accept no responsibility for any failure to do so.

6.3 All prescribed medication must be supplied in purpose made dispenser wallets (e.g. nomad box) where dosages are pre-measured with the correct combination and quantity in each compartment, unless in liquid form which should be clearly labelled with dosage instructions and accompanied with the relevant measurement spoon(s). In addition, medication must be clearly labelled with the client's name, the name of the medication, the condition to which it relates to and the daily dosages with times and all other instructions. A medication form (included with the booking form and care plan) must be completed prior to departure. Staff will keep medication safe if requested to do so but accept no responsibility whatsoever in the administration of drugs orally or by application of creams or lotions. Staff are not able to give injections.

6.4 Staff cannot administer non-prescribed medicines to anybody. If additional medication is needed during the holiday, these will be purchased locally with the advice of a pharmacist or doctor if possible. The carer noted on the booking form will be advised of such a purchase.

6.5 In the event of a medical emergency we will access local emergency services as we are unable to provide medical assistance in such circumstances. We will notify the carer stated on the booking form.

## **7 Challenging Behaviour**

7.1 Holidaymakers who display challenging behaviour should make us aware of their individual communication needs to ensure we can respond appropriately in all situations whilst on holiday. Please note that our holidays are unsuitable for people who display physical challenging behaviour.

7.2 We reserve the right to terminate your holiday if your behaviour, in the opinion of our staff, could cause distress, damage, danger to, or annoy any other holiday maker, our employees, or any one else. We reserve the right to terminate the holiday for that particular client and arrangements will need to be made to collect them from their holiday destination. In these circumstances we will not be liable to complete the holiday arrangements, nor are we liable for any refund, compensation or other costs you may incur as a consequence. We cannot accept liability for the behaviour of others in the accommodation or on their own holiday (who are not part of our holiday group) or if any facilities are removed as a result of their actions.

## **8 Pick Up and Drop Off**

8.1 You will be advised by telephone and in writing of the pick-up point and departure times approximately 7 days before the date of departure.

8.2 Please ensure you are at the pick up point at the agreed time. We cannot be held responsible or liable for any loss or expense suffered as a result of your failure to be at the pick up point at the agreed time. In the event of you not being at the pick up point, staff will make every effort to contact you regarding your whereabouts. If you do not arrive at the pick up point by the time of departure, they will leave without you. In such circumstances no refund of money paid will be made and we shall not be liable to you for any other losses or claims of whatever nature.

8.3 Clients will normally be dropped off at the same point as they were picked up. It may not be possible to confirm the approximate time of return until the group is actually on holiday, in which case all carers

will be made aware of this time at the earliest opportunity. All return times given are approximate as factors beyond our control may mean there are delays. Staff have the use of a mobile phone for those holidaymakers who are not able to communicate with their carers. If a major delay results in an additional overnight stay we will endeavour to find accommodation which would be at an additional cost to you.

## **9 Basic holiday information**

9.1 Details of board are shown on the holiday leaflet.

Bed and breakfast = Bed and all breakfasts are provided during the holiday. All other meals are NOT included in the holiday price. Provision will be made to take other meals at appropriate times.

Half board = Bed, breakfast and evening meal are provided. Lunch is NOT included in the holiday price and provision will be made to take lunch at an appropriate time. On some occasions the evening meal may be replaced with a packed lunch, assuming the accommodation provides this facility. In these circumstances, the evening meal will NOT be included in the holiday price. Arrangements will be made to take the evening meal at an appropriate time.

Full board = Bed, breakfast, lunch and dinner are included in the price.

Packed lunch = When the holiday information states packed lunch is provided, staff will take details of what clients want and will purchase the food on the day. It may be that a picnic style meal is consumed at lunch time or for the evening meal. This is included in the holiday price. A main meal will be provided at an appropriate time but is NOT included in the holiday price.

Clients are given the opportunity to influence the type and nature of the meals not provided in the holiday price.

9.2 You must advise us of any special dietary needs when you book your holiday. Please be aware that providers of meals during the holiday may not have the facilities to cater for special dietary needs. If this is the case, we will advise you prior to us accepting your booking so that you can exercise your right to withdraw your holiday booking without any cancellation fees. If you have been medically advised about a change of diet after you have booked your holiday, you must tell us immediately. We will contact those who will be providing meals during the holiday to see if they can cater for the changes. If not, we will advise you immediately and should you decide to cancel, normal cancellation charges will apply (see 4.1).

9.3 You must provide details on your booking form of any other special requests or particular medical needs which we will pass on to relevant third parties. Please note that your request may not be able to be fulfilled or it may incur a surcharge at your expense. If your request cannot be satisfied, we will advise you prior to us accepting your booking so that you can exercise your right to withdraw your holiday booking without any cancellation fees. If you advise us of any special requests or particular medical needs after you have booked your holiday, we will pass the details on to the third parties. You may incur an additional cost if they are able to satisfy the request. If they cannot cater for your request we will advise you immediately and should you decide to cancel, normal cancellation charges will apply (see 4.1). Please note that any special requests from third parties cannot be guaranteed.

9.4 Details of room type are shown on the holiday leaflet. Where rooms are shared, it may be possible to upgrade to a single room. You will incur an additional cost for this. We will always place people of the same sex in shared rooms.

9.5 There are always two members of staff per holiday. They will provide support and advice where necessary on a one member of staff to four clients' ratio. It is because of this ratio that staff are only able to provide basic levels of support.

## **10 Our commitment to you**

10.1 We accept responsibility for ensuring the holiday you booked with us is as described. If after departure any part of your holiday fails to meet its description due to the fault of our employees, agents or suppliers, we will pay you compensation if this has materially affected the enjoyment of your holiday. However, our liability in all cases is limited to 1½ times the cost of your holiday.

10.2 We accept responsibility for what our employees, agents and suppliers do – or do not do – providing they were at all times acting

within the scope of, or in the course of, their employment in the provision of your holiday (subject to clause 10.3 below). Except for the cases of death or personal injury, our liability in all cases is limited to a maximum of 1½ times the cost of your holiday.

10.3 We will not be liable for any injury, illness or death, or consequent losses suffered by you or any member of your party unless you are at all able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers, and the performance of our obligations under our contract with you.

10.4 In all claims of whatever nature we will not be liable where the alleged loss or damage results from any fault of the person affected or the fault of any third party not connected with the provision of your holiday or with us which we could not have predicted or avoided, or an event or circumstances which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care, or the fault of anyone who was not carrying out work for us at the time.

10.5 While we have no direct control over the services provided to you by independent suppliers we accept responsibility for the reasonable standard of the holiday you book with us. If any part is not provided as promised we will pay you appropriate compensation if this has affected the enjoyment of your holiday. In all such cases, the most we will pay you, if we are liable to you, is a maximum of 1½ times the cost of the holiday of the affected person. We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday.

10.6 We accept responsibility if you or any person named on the booking form suffers bodily injury, illness or death due to the negligent acts and/or omissions of our employees or agents, or our suppliers or sub contractors, servants or agents whilst acting within the scope or in the course of their employment to provide any service or arrangement forming part of the holiday you have booked with us.

10.7 In the event of any claim being made against us by you or any person named on the booking form we reserve the right to claim in your place against the person or corporation responsible for the act, default or omission giving rise to the claim and you hereby agree to assign to us all your rights in that regard, and we will be subrogated to those rights, and you hereby agree to assist us or our insurers fully in the event that we enforce the rights which have been assigned to us or to which we are subrogated.

## 11 General

11.1 The cost of the holiday does not include money for any personal spending or to spend on snacks, drinks, phone calls, gifts, postcards and postage, medical expenses or holiday insurance, room service at the hotel, laundry or tips. We are not able to retain receipts for any personal purchases throughout the holiday. We will also not be held responsible for any loss of personal money or other possessions and insurance cover should be taken out in respect of such eventualities.

11.2 Entrance fees to attractions are NOT included in the holiday price unless otherwise stated. When using our own transport during the holiday, transport to the attractions is included in the price. Clients are given the opportunity to influence the type and nature of these excursions. We will endeavour to support any clients who do not wish to partake in excursions. However, depending on the type of excursion and the number of support staff required for the health and safety of our clients, it may not be possible for clients to remain behind unsupported, therefore clients will be expected to partake in the excursions. We will not be held liable or responsible for any person who still does not wish to partake in the excursion.

When transport is provided by a third party during the holiday (e.g. coaching holiday), any additional excursions or days out not stated in the holiday information are NOT included in the price. Transport costs and entrance fees are applicable in these circumstances.

11.3 You will be responsible for any damage you cause to any holiday accommodation or other third party properties whilst on holidays. We provide no indemnity to you or any other third party in that regard.

11.4 We ask that you limit luggage to one medium sized soft holdall/suitcase per person plus one item of hand luggage per person. Luggage is the responsibility of the client. We will agree to assist with

luggage if requested to do so, or as the need arises, but cannot accept liability for it or for any damage howsoever caused. We recommend damage or loss of luggage is covered in your insurance. Insurance is **NOT** included in the holiday price. Personal aids or large items of luggage should be notified to us in writing prior to the commencement of the holiday.

11.5 We operate a strictly no smoking policy on the transport. We will make regular comfort stops throughout long journeys. Clients are asked to observe the smoking policies of any transport, accommodation or places we visit.

11.6 In order to perform our obligations under these terms and conditions we require certain information about you, such as your name, address and any special dietary or medical needs. Appropriate measures are in place to ensure this information is protected. However, we pass this information on to any relevant suppliers or sub contractors or employees or other agents as may be necessary in order to perform our obligations under these terms and conditions. This information may also be supplied to public authorities such as customs/immigration if required by them or as required by law. We retain your full contact details and any information in files and you are entitled to a copy of the information held by us as long as the information does not include the private data of other members of your holiday. We may use this information to contact you by mail, telephone or email regarding future holidays or for feedback on our service. We will not pass your information on to any other companies for the purposes of marketing.

11.7 In the unlikely event of you having a complaint that cannot be settled amicably between us you should complete a complaint form which is available before, during or after your holiday. We will endeavour to settle all written complaints within 28 days.

11.8 When holidays are sub-contracted to other holiday companies, you agree to abide by their terms and conditions in addition to these terms and conditions.

11.9 If any of these terms or conditions or parts thereof be officially declared void or unenforceable, the remainder of the terms or parts thereof shall remain, where possible, in full force and effect.

Morley Care Services Limited is a company registered in England with company number 8716592. Registered address: 3 Beech Road, Maltby, Rotherham, S66 8DB.