# Please click on back arrow to return to Booking Form:

# **Terms and Conditions**

The following Terms and Conditions apply to all bookings made on this website. We kindly ask that you take a moment to read them prior to making a Booking.

The Company enters into this Agreement as principal for Bookings made for the Parks it owns and as agent where a Booking is made for a Park that it operates on behalf of the Park Owner. The booking confirmation will clearly state the identity of the Owner.

In these Terms and Conditions the following definitions apply:

### 1. Definitions

"Company" or "we" means Tecopa Hot Springs Conservancy LLC, P.O. Box 103, Tecopa, CA 92389

**"Booking"** means the booking for accommodation, functions and/or any other services or items made with us.

"Contract" means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

"Park" means the premises for which your Booking is made.

"Terms" means these terms and conditions.

**"Websites"** means <u>www.tecopahotspringscampground.com</u> or any other website owned or operated by us relating to a Park from time to time.

"VAT" means value added tax.

## 2. Bookings

All Bookings at the Park are subject to these Terms.

At the time of booking or at check-in, we will take your credit/debit card details and you authorize the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

## 3. Charges

The prices displayed on the Websites are an average per night per person until a rate is selected. Any meals, service or VAT (at the prevailing rate) are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total for your requested stay shall be displayed on the reservation summary. Prices shall be charged in the local currency of the Park and any currency conversion facility is provided as an approximation tool only, please refer to the Currency Disclaimer for more details.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date.

Price lists for additional items, such as restaurant meals and room service, are on display at relevant locations within the Park and are available on request.

# 4. Check-in/ Check-out Requirements

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving license and a valid credit or debit card which will be swiped in the presence of the card holder. If guests are travelling from outside the US we are also obliged by law to require guests to provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 3.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will he held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Park. Any non-secured reservation will be held until 6;00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the Park of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 11:00 a.m. (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Park.

Rooms are subject to maximum occupancy rules set by the Park. If you would like further details please contact the Company or the Park.

#### 5. Payment

We accept the following methods of payment: credit cards: American Express, MasterCard/Diners International, Diners Club, JCB International Credit Card, Visa; debit cards - Visa/Delta and Visa/Electron.

For advance purchase rates the card you booked with must be presented on arrival, along with the appropriate ID.

At the time of check-in we will authorize the accommodation charges (room rate, VAT and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorization by another valid form of payment, including cash or check.

During your stay the Park's system will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorization taken on check-in, further authorization will automatically be requested and if such authorization is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to your room.

All outstanding charges must be paid for in full on check-out from the Park. If the outstanding charges do not exceed the authorization taken on check-in, the authorization for the amount not utilized will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Park we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

# 6. Cancellation Policy and No Shows

The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at booking.

For rates marked as "Flexible Rate" - These are cancellable without charge up to 3:00 p.m. local time on the day of arrival. Cancellation and non-arrival charges apply after the relevant time and will be charged to the credit/debit card supplied at the time of booking. We reserve the right to charge for one night's accommodation per room booked if the above cancellation requirements are not met.

For rates marked "Advance Saver" - We require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

#### 7. Changes or Cancellation by the Company

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such

cancellation. We will, however, use reasonable endeavors to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Park.

Your booking is for a class of room in the Park and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room through a "choose your own room" facility on the Website, we will use our reasonable efforts to honor this preference. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

# 8. Damage

We reserve the right and you hereby authorize us to charge your credit or debit card for any damage incurred to your room or the Park during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

# 9. Accessibility

Dependent on your individual needs a selection of specifically designed cabins is provided at each of our Parks.

Please contact our Call Centre on 760-852-4377 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

#### 10. Leisure

Guests staying in a Park with a leisure club may use that club throughout the duration of their stay. A condition of using the facilities is that you must comply with the club's rules, a copy of which is available at the club reception. Charges may apply for use of some facilities, please enquire at the Park for further details.

Children under 16 years of age must be accompanied by an adult at all times and may use the facilities until 6.00 p.m., except on a Friday, Saturday and Sunday when they can use the pool until 8.00 p.m. For health and safety reasons children under 16 are not permitted to use the gymnasium and children under 12 are not permitted to use the sauna, spa bath or steam room.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Park guests informed of these circumstances however this may not always be possible. If any facility is a significant reason for your choice of Park, we would advise you to check directly with the Park in advance of arrival.

# 11. Parking

Where a Park has its own parking spaces, there may be a charge and/or limited spaces available and space may not be available for the duration of your stay. Terms and conditions may also apply to parking space use. Please contact the Park directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

#### 12. Park Events

Please be aware that at certain times throughout the year some of our Parks may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Park directly in advance of your stay for further information.

#### 13. Guest Behaviour

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Park, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Park, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the Park if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

### 14. No Smoking

Guests are not permitted to smoke in rooms or public areas.

## 15. Children

All children (a person under 16 years of age) staying at the Park must be accompanied by an adult and must be supervised by an adult at all times.

### 16. Babysitting

A babysitting service is available at some Parks. We recommend that arrangements are made in advance to avoid disappointment. Your contract will be direct with the babysitting agency and not with the Company. The concierge desk at the Park will be able to assist in arranging the babysitting service with our chosen babysitting agency.

# **17. Pets**

Service animals and other animals may be accepted at locations within the Park at the Company's discretion.

#### 18. Personal Information

The Company stores customer provided information for their specific use and no information is shared with third parties.

# 19. Force Majeure

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

# **20.** Limitation of Liability

The Company will not be responsible for the loss or damage of any property left in the Park.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

# 21. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connection with it are governed by California law.

The California courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the California courts (on the grounds that the California courts are not a convenient forum or otherwise).

#### 22. Web Site Information

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or Park.

The content of the Websites is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trademarks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

The Websites are operated by the Company.