

REWARD CARD TERMS & CONDITIONS

For Owners on a Hoburne Holiday Park



1. Introduction

- a. These Terms and Conditions apply to the Hoburne Holiday Home Ownership Reward Card ("Reward Card") and govern the relationship between Hoburne Ltd or Burry & Knight Ltd ("we" or "us") and you or the person to whom you give the Reward Card ("you"). Use of your Reward Card will constitute acceptance of these Terms and Conditions. These Terms and Conditions override any statements on your Reward Card if they are different. You must therefore read them carefully. If there is anything you do not understand, please contact your parks sales administrator or F&B manager.

2. Your Reward Card

- a. As an owner you will be issued with a maximum of two Reward Cards per pitch.
- b. Additional cards are unavailable.
- c. Cards will only be issued to person(s) named on the Licence Agreement.
- d. The card is available to individuals 18+. ID maybe required, upon request.
- e. Every card must be linked to a unique email address.
- f. A £10 credit will be allocated to the reward card on initial registration.
- g. If only one card is issued in respect of a pitch, then the credit value will be increased by £10 and the increased balance will show on the card within 14 days of it being loaded.
- h. Your Reward Card is issued by, and remains the property of, Hoburne Ltd or Burry & Knight Ltd, 10 Hoburne Lane, Christchurch, Dorset, BH23 4HP.

3. Using your Reward Card

- a. Qualifying purchases made accompanied by a Reward Card in participating Hoburne Holiday Parks will each accrue a credit equal to 10% of the purchase price if the Reward Card is swiped.
- b. Please ensure your Reward Card is swiped in the usual way when you make any purchases.
- c. 10% accruals can't be added after a purchase.
- d. You cannot accrue when making purchases at any of the convenience stores.
- e. You may redeem your Reward Card accrued balance at any participating Hoburne Holiday Park. When you redeem any part of your accrued balance then the amount you redeem will be deducted from the balance on the card. You can redeem as little or as much of the accrued balance as you wish. The remaining balance can be applied to future purchases.
- f. You may check the balance on your Reward Card at any club till, of any participating Hoburne Holiday Park.
- g. You cannot top up the balance on your Reward Card with cash.
- h. Your Reward Card is not a credit card, charge card or debit card.
- i. You cannot exchange your Reward Card accrued balance for cash.
- j. Refunds will not be given in cash for purchases made using redeemed accrued balances.
- k. We reserve the right to refuse to accept damaged cards or cards which we believe may have been stolen or obtained in another illegal way.
- l. You may be asked for ID to ensure you are the valid user of the Reward Card.
- m. Balances on your Reward Card can not be used towards the purchase of holiday homes or outstanding Rent Ledger balances.

4. Expiration and Cancellation

- a. Your Reward Card will expire and the balance on it will be forfeited once you are no longer a holiday home owner on a Hoburne Holiday Park. We reserve the right to cancel your Reward Card if we suspect it is being used fraudulently or in breach of these Terms and Conditions.
- b. Reward Card accruals will expire after 2 years if not redeemed.
- c. From 1st August 2018 the photo owners card will no longer entitle you to a 10% discount on purchases.
- d. You must keep your photo owners card with you at all times for access to park facilities.
- e. Hoburne reserves the right to amend or withdraw any Reward Card at any time with reasonable notice.

5. Loss, Theft, Damage

- a. You should take care of your Reward Card and treat it like cash. Hoburne is not responsible for lost or stolen cards and any credit redeemed prior to it being notified that a Reward Card has been lost or stolen. You should immediately report any loss, theft, fraudulent or unauthorised use of your Reward Card to your parks sales administrator or F&B manager. If you lose your Reward Card or it is stolen, damaged or malfunctions, we may, at our sole discretion, replace your Reward Card and transfer the balance stored on it to a replacement card. Circumstances in which we may determine not to replace your Reward Card include where we reasonably believe that the notified incident has been caused by your breach of these Terms and Conditions or where there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct. If we agree to replace your Reward Card, a replacement card will be available to collect from the Hoburne Holiday Park where you have a holiday home. We reserve the right to charge a replacement card fee of £5 for each replacement card. If you subsequently find or retrieve a Reward Card which you have reported lost or stolen, you must notify the sales administrator or F&B manager.
- b. Your replacement card will not be eligible for the initial £10 credit.

6. Resale

- a. You may not sell your Reward Card. Hoburne reserves the right to cancel any Reward Card that it suspects has been resold or obtained in connection with an unauthorised sale.

7. Customer Services

- a. If you need assistance or if you have any enquiry relating to your Reward Card, you can contact the sales administrator or F&B Manager.
- b. Any decision of Hoburne in respect of the reward card is final. For questions regarding the promotion, email ownership@hoburne.com.

8. Liability of Hoburne Ltd or Burry & Knight Ltd

- a. Hoburne Ltd or Burry & Knight Ltd shall not be liable for any loss or damage arising from or in connection with your use of a Reward Card where such loss or damage arises from any cause beyond our reasonable control. Where any loss or damage arises from a cause within our control, our liability to you shall not exceed a sum equal to the balance on your card as at the date that such loss or damage occurs. This clause shall not exclude or limit any liability that cannot be excluded or limited by law.

9. Variation

- a. We reserve the right to amend or waive any provision of these Terms and Conditions from time to time or to terminate the Reward Card scheme on reasonable notice. If we terminate the Reward Card scheme then we will not be liable to pay compensation in respect of unused Reward Card accrued balance, as of the date that the Reward Card scheme ends. The Terms and Conditions applicable to the use of a Reward Card shall at any time be the terms and conditions published on the Hoburne website and your continued use of a Reward Card shall constitute your acceptance of such terms and conditions.

10. Assignment

- a. We may transfer the benefit of these Terms and Conditions to any other company in the same group of companies as Hoburne Limited & Burry & Knight Limited. If we assign the benefit of these Terms and Conditions, your rights will not be affected.

11. Personal Data

- a. All personal data submitted in connection with the promotion will be processed by the Hoburne Group for the purposes of administering and managing the promotion (where applicable) and verifying the eligibility of each participant. Hoburne is committed to protecting the privacy of all participants. Data that is collected from or about participants will be used in accordance with the Hoburne and Burry & Knight Group Privacy Policy, a copy of which can be found at <https://www.hoburne.com/privacy-policy/>.

12. Governing Law

- a. These Terms and Conditions are governed by English law and you and we agree to the exclusive jurisdiction of the Courts of England & Wales.

Owner(s) Details

Name(s):			
Pitch No.:		Account No.:	
Email:			

Please sign to indicate that you have read and agree to the terms and conditions. You should only sign if you fully understand the terms and conditions and please discuss with us any terms you do not understand.

Owner(s) Signature(s):	Print:	Date:
		