Holidaymaker Booking Terms and Conditions for

Park Cliffe Camping and Caravan Estate

Introduction

These holidaymaker booking terms and conditions ("the Terms and Conditions") are in place for the good management of Park Cliffe Camping and Caravan Estate ("the Park") and the benefit of all who use it. The Terms and Conditions form part of the agreement that is the contract between us for your use of a pitch on the Park. They should be read alongside the Park Rules.

Your booking

Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us. We will do our very best to help. Our full Access Statement is available on our website (https://www.parkcliffe.co.uk/accessibility/). If you need these Terms and Conditions and our Booking Form in a different format, please ask us.

Park operator (referred to as "we/us/our")

Business name:	**The Caravan Club Limited**		
Address:	**East Grinstead House, East Grinstead, West Sussex RH19 1UA**		
Contact:			
Telephone:		**Mobile:**	
Email:			

Park details, if different from business name, address and contact details above:

Business name:	**Park Cliffe Camping & Caravan Estate**		
Address:	**Birks Road, Windermere, Cumbria LA23 3PG**		
Contact:	**The Manager**		
Telephone:	**015395 31344**	**Mobile:**	
Email:	**info@parkcliffe.co.uk**		

Interpretation

2. "**Accommodation**" means either touring caravans, motorhomes, camping pitches, camping pods, shepherds huts, holiday hire caravans or self-catering apartments. The accommodation you book will be stated within the Booking Form.

3. "**Park Rules**" means the rules of conduct and practice issued by us from time to time and applicable to the Park. The Park Rules which currently apply to your booking are annexed to these Terms and Conditions.

4. "**Pitch**" does not include any part of the Park except that on which the accommodation in which you are staying stands.

5. "**Services**" means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch. Services for which we make a separate charge are provided under separate agreements and not these Terms and Conditions.

6. "**Site Licence**" means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

7. "**You/your**" means the person making the booking and all members of their party excluding children under 18. Where there is more than one person, each is fully responsible for the obligations in these Terms and Conditions.

8. References to taxes and laws are references to the versions as extended, amended or replaced from time to time.

Who may stay with us

9. The person who completes the Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.

10. Only the people named on the Booking Form may stay with us. By completing a Booking Form you warrant that you have the authority of all persons in your party to book on their behalf.

11. Your booking is personal to you, and you cannot assign or transfer it to any other person.

12. If you request a booking for more than two people, we may ask you to provide evidence to our reasonable satisfaction that you are all couples or all members of the same family. Group bookings of up to three families may be permitted, subject to availability. Please raise an enquiry with us by phone on 01539 531344 or by email to info@parkcliffe.co.uk.

13. If you request a booking for more than one Pitch, then we may contact you before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for.

14. You must tell us if your booking request is connected to any other booking, for example because you know the other party or you share a common purpose in visiting the Park. If you do not tell us about a connection, we may cancel your booking immediately and (if your stay with us has started) require you to leave the Park. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

How to book

15. Bookings can be made by completing a Booking Request. These can be completed in the following ways:

    15.1. By telephone on 01539 531344
    15.2. Online at www.parkcliffe.co.uk
    15.3. By email to info@parkcliffe.co.uk
    15.4. By attending the Park at Birks Road, Windermere, Cumbria, LA23 3PG

16. You must tell us your full requirements, for example if you are bringing any vehicles, tents or other structures. We need this information when deciding whether we are able to accept your booking and we may not be able to accommodate changes. Where we are able to do so, there may be an additional charge.

17. A contract exists when we have issued our confirmation to you. The booking is not confirmed until the confirmation is sent.

18. Please check our confirmation carefully to see that it reflects your wishes. Please let us know of any difference within seven days, unless your holiday is to start within 14 days in which case you should inform us within 24 hours.

19. Further to clause 11, changes can only be accepted with our agreement. We cannot guarantee that we will be able to meet your request but will always make reasonable endeavours to do so.

20. Any changes made within seven days of your booking due to commence, will incur an administration fee of £10 per change. Any changes will be charged at the current website price, which may be different from the price on the website at the time you booked.

21. We reserve the right to refuse any booking

The price you pay

22. Our prices include VAT.

23. We keep the prices charged under review and the prices of unsold accommodation may be increased or decreased at any time. We will confirm the price of your booking when you make it, and this will not be subject to change unless the rate of VAT changes.

24. All our prices are for the accommodation as a whole and not on a per person basis. The only exception is where you book a pitch as these prices are based on two persons. Further persons are permitted but will incur an extra person charge. For details of what the stated price entitles you to, please read our prices schedule which is enclosed with these terms and conditions and available to view at https://www.parkcliffe.co.uk/accommodation/touring-and-motorhomes/.

25. When you request your booking, you must pay a deposit of the price of your holiday or if you are requesting to book 28 days or less before the start date or booking for 1 or 2 nights or booking online the full price is payable at the time of booking. The amount of deposit depends on the accommodation you are booking as detailed below:

    25.1. Touring Caravan, Motorhome, Camping pods, Shepherds hut: £30 deposit.
    25.2. Holiday Hire Caravans, Deluxe Pods, Self Catering Apartments £60 deposit.

26. Unless you paid in full when requesting your booking, the balance of the price of your holiday must be paid at least 28 days before the start date. We are not required to send you a reminder. If the balance is not paid in time, then we may cancel the holiday and retain your deposit while we assess our

losses. We will retain sums sufficient to cover our reasonably incurred losses resulting from your cancellation. We will confirm the cancellation to you in writing by email or letter.

27. Please make sure that you book all the dates you need. We are not able to guarantee that we will be able to extend your booking.

Arrivals and departures

28. The earliest you can arrive on the date of arrival is as follows:

    28.1. For touring caravans, camping pitches and camping pods you may arrive from 2pm.
    28.2. For deluxe pods or the shepherds hut the earliest time to arrive is 3pm.
    28.3. For hire caravans and self-catering apartments the earliest arrival time is 4pm.

29. You must tell us by 5pm if you are likely to arrive later than 6pm Monday – Friday or 9pm Saturday – Sunday. This is because reception closes at these times. You may not arrive after 9pm. For bookings of more than one night, the earliest you may then arrive on the next day is 7.30am. The park gates are locked between 11pm and 7.30am. If emergency access if required during these times, details of who to call can be located on the reception door and in the information leaflet you receive on your arrival.

30. If we have not heard from you within 24 hours of your expected arrival, we may release your booking. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

31. You must vacate by 10am on the day of your departure, subject to clause 32. An additional charge may be made for a late departure.

32. As an exception to clause 31, occupiers of touring and camping pitches must vacate by 12 noon on the day of departure. An additional charge may be made for late departure.

33. We will try to allocate you the location of your choice on the Park, but bookings are not conditional on this.

34. Your location on the Park and directions to it will be confirmed on arrival. If you are in any doubt, please check with us. Any guest staying in the wrong location may be required to move.

Changes caused by exceptional circumstances

35. We may make reasonable changes to our Services. Our changes may reflect changes in relevant laws, guidance and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.

36. If we make changes which mean we can only provide your holiday in a radically different way, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. We prefer that you postpone rather than cancel but will always allow you to cancel where the law gives you the right to do so.

37. If the law prevents us from performing our obligations under these Terms & Conditions at all, for any reason which is not the responsibility of either party, we may ask you to postpone but will allow you to cancel if you prefer to do so. For these purposes, reasons which are your responsibility include any arising from your personal circumstances. Examples are ill health (except if the law prevents you from visiting or staying with us in consequence, for example because you are legally required to self-isolate) and any restrictions arising from your chosen career.

38. If you decide to cancel where clause 36 or clause 37 applies and your holiday has not started, then we will refund your booking including any deposit. If your holiday has started, then we will refund any days unused. We will not charge an administration fee, and we will only deduct any costs we have already

incurred which we cannot recover elsewhere ('Direct Costs'). We will not be liable to make any other payment to you.

39. We may also cancel your holiday, or any unused days, if Government guidance means that you should not visit or stay with us, even if the law still allows you to do so. If we cancel and your holiday has not started, then we will refund your booking in full including any deposit. If your holiday has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee and we will not deduct any Direct Costs.

Other cancellations

40. We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us. We ask that any cancellation is sent to us by email or post.

41. If you cancel under clause 40, cancellation charges are payable as follows unless you are doing so because we are in serious breach of our obligations in these Terms and Conditions.

Cancellation received more than 7 days before start date	Charge is deposit price of holiday price; balance refunded in full. Alternatively, you are entitled to transfer the monies already paid to a future booking, if available, or a credit note will be given. Credit notes are valid for 12 months.
Cancellation received more than 3 days but no more than 7 days before start date	No refund. You can transfer the money paid to a future booking in the next 12 months.
Cancellation received less than 3 days before start date	Charge is 100% of holiday price; no refund. No transfer.

42. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 36 or clause 38 applies or if we are in serious breach of our obligations in these Terms and Conditions. If we are in serious breach of our obligations, we will refund you for the days of the holiday which have not been taken.

43. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 63- 65 give further details.

44. We recommend that you consider appropriate holiday insurance which covers any cancellation charges and any additional losses which you may incur through cancellation of your holiday, whether by you or by us. We are only responsible for any additional losses if you were entitled to cancel because we were in serious breach of our obligations to you and the losses were both directly caused by our breach and reasonably foreseeable by us when the booking was made.

Authorised means of payment

45. You may pay us in any of the following ways:

□ By credit card payment in person at the Park office or by phone. We accept the following cards:
_____Visa_____
_____Mastercard_____
_____

□ By debit card payment in person at the Park office or by phone.

Complaints

46. We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us as soon as possible as this gives us the best chance of resolving it with you. If you remain unhappy, please contact us again within 28 days of your departure and we will try to help.

Please refer to:

Name/Job title:	Park manager	**Telephone:**	01539 531344
Email:	info@parkcliffe.co.uk		

Personal data

47. Any personal data you give to us will be processed in accordance with the law and our privacy policy.

Location of privacy policy:	https://www.parkcliffe.co.uk/privacy-policy/

Our promises to you

48. We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.

49. We will provide, maintain and keep in good state of repair the Services, except where these have to be interrupted temporarily for the purposes of repair or development or for other reasons caused by exceptional circumstances outside our control.

50. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

Your promises to us

You agree that you will:

51. Keep to these Terms and Conditions and the Park Rules.

52. Stay with us only for holiday and recreational purposes.

53. Pay promptly for your holiday and other charges due to us.

54. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.

55. Not cause any damage during your holiday. Any damage and/or loss must be reported to reception immediately. You may be asked to pay for the damage caused.

56. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which may affect you include those requiring the space between caravans and other structures to be

kept clear, those prohibiting combustible structures, those regarding car parking and those requiring the underside of caravans to be kept clear.

57. Not make any alteration to any accommodation or pitch.

58. Permit us to move you to another location on the Park if necessary. We will ensure that any alternative location will be of similar quality and be responsible for all reasonable costs incurred.

Behaviour standards

These standards will apply from when you request your booking until your holiday ends. Unless stated otherwise, they apply whether or not you are on the Park at the time.

You agree to, and you must make sure that you, your party and any visitors (including, in each case, their children), keep to the following standards of behaviour:

59. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.

60. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.

61. Not to:

    61.1. Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

    61.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 61.1) at the Park or in its vicinity;

    61.3. Commit any acts of vandalism or nuisance on the Park;

    61.4. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;

    61.5. Keep or carry any firearm or any other weapon on the Park;

    61.6. Keep or use any unlawful drugs on the Park;

    61.7. Create undue noise or disturbance or commit antisocial behaviour on the Park;

    61.8. Carry on any trade or business at the Park;

    61.9. Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Park.

62. You agree that if you or any of your family members or visitors or guests whom you have invited to the Park break the behaviour standards listed above then we may terminate your booking.

Cancelling the booking because you are in breach of these Terms and Conditions

63. We may cancel your holiday if you are in serious breach of your obligations in these Terms and Conditions and the breach is not capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property) by serving upon you reasonable notice in writing to cancel your booking. In deciding what period of notice

is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances. In appropriate cases, this may mean requiring you to leave the Park immediately.

64. If you are in breach of any of your obligations under these Terms and Conditions which is capable of being remedied (for example, a failure to comply with the behaviour standards in clauses 59-62 which has not caused a breakdown in the relationship between you and us) we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to cancel your booking. In appropriate cases, the warning we give you may be very short and we may then require you to leave the Park immediately.

65. If we cancel your booking under clauses 63 or 64 you will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

Changing the Park Rules

66. It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing using your contact details at the address on the Booking Form.

67. Any changes made to the Park Rules after we accept your booking may affect you because you will be required to comply with the changed Park Rules, but will not affect anything else to which you are entitled under the Terms and Conditions.

Facilities

68. The usual opening and closing dates of our facilities are provided on our website. However, the dates and times of opening may be subject to change depending on seasonal fluctuations or unforeseen circumstances. We will do our best to advise you at the time of booking of any changes at that stage, otherwise please always check prior to booking if this is important to your stay.

69. Please note that the Park is in a rural location. The roads and paths around the vicinity of the Park are not always lit. You are therefore encouraged to bring a torch to the Park.

Keys

70. We hold a key to all the accommodation we own on the Park.

71. If you are staying in our accommodation, we may use the key for any purpose authorised by you, for example if you ask us to give access to an authorised visitor. We may require you to confirm your authority in writing.

72. We may also use the key in an emergency, such as an immediate concern for the health and safety of any person, to carry out urgent repairs or preventative work, or to check and secure the accommodation if it appears to be insecure.

73. We will take reasonable care when accessing any accommodation.

Communications

74. We agree that any letters or other communications between us shall be sent using the details for us in the Terms and Conditions and for you on the Booking Form. Email may be used.