

# Churchwood Valley Booking Terms & Conditions

## BOOKING YOUR HOLIDAY

Please read these Terms and Conditions carefully as together with your Confirmation of Booking and the information on our website and in our brochure they make up your agreement with us.

### 1. OUR CONTRACT WITH YOU

- When you submit a Booking to us this does not mean that we have accepted it. We may or may not do so. If we are unable to supply you with the Accommodation, we will inform you of this and we will not accept the Booking and refund payments you have already made.
- These Terms and Conditions will become binding on you and us when we send you a Booking Confirmation, at which point a contract will come into existence between you and us. Please check your Booking Confirmation carefully as soon as you receive it and inform us of any discrepancies. If any are our fault we will do our best to remedy the situation.
- If we are unable to accept your Booking, we will inform you of this and will not charge you. This might be because Accommodation or essential facilities are unavailable, or we have identified an error in the price or description of the holiday.
- These Terms and Conditions apply whether you make a Booking via our website, by email, post, telephone or in person.

### 2. PRICE, PAYMENT AND DEPOSIT

- The price of the Accommodation will be set out at the time we confirm your Booking. Our prices may change at any time but price changes will not affect Bookings already confirmed with you.
- The following are included in the price you pay for the Accommodation:
  - bed linen
  - electricity, heating and water supply
  - car parking. Boat parking is available by prior arrangement only; and
  - Cancellation Safeguard Scheme.
- The price of the Accommodation is not charged on a per person basis. The price you pay covers the total number of persons accommodated according to type of cabin you book and includes VAT at the prevailing rate.
- These prices include VAT. If the rate of VAT changes between the date you submit your Booking and the date we send you a Booking Confirmation, we will adjust the rate of VAT that you pay unless you have already paid in full before the change in the rate of VAT takes effect.
- We prefer the following methods of payment
  - credit or debit card
  - bank transfer, quoting your name, please request our bank details when making a booking,
  - cheque or postal order
- If you do not pay when you are required to do so then we may cancel your Booking and retain your deposit.
- Once your Booking is confirmed you are responsible for payment of the full amount.
- It is always possible that, despite our best efforts, our holidays may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the correct price at your Booking date is less than our stated price at your Booking date, we will charge the lower amount. If the correct price at your Booking date is higher than the price stated, we may contact you for your instructions before we accept your Booking. If we accept your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis-pricing, we may end the contract and refund you any sums you have paid.

### 3. YOUR RIGHTS TO CANCEL AND RECEIVE A REFUND

- You may cancel your Booking at any time.
- If you need to cancel your Booking, please contact us as soon as possible in writing, giving your reasons. Refunds may be given for cancellations for compassionate reasons on receipt of evidence of your claim.
- In other circumstances, we shall only be liable to refund you the following percentages of the total price of the Booking, including extras. The amount we agree to refund you is dependent on how close your cancellation is to the start of your Booking. This is because we are less likely to recover the cost of your Booking by re-selling the Accommodation. The amount of any refund due therefore decreases as your arrival date approaches:
  - Notice of cancellation received more than one month before your arrival date: **75%**
  - Notice of cancellation received between one week and one month before your arrival date: **50%**
  - Notice of cancellation received one week or less before your arrival date: **20%**
- If you decide to vacate the Accommodation before your date of departure, for any reason other than as a result of us breaching our obligations under these Terms and Conditions or our negligence, we are not liable to offer you a refund.
- Once we have confirmed your Booking, you may cancel it at any time and receive a full refund of all the payments you have made to us by giving us notice if any of the following occur:
  - we break this contract in any material way and we do not correct or fix the situation within a reasonable period
  - we change these Terms and Conditions to your material disadvantage.

### 4. CHANGING YOUR BOOKING

- You may make a change to your Booking by contacting us prior to the start of your stay subject to availability. If you wish to change your Booking the following will apply:
  - Requests to make changes to the Booking can only be accepted up to six weeks prior to your arrival date and will be subject to availability. We will only accept instructions to amend the Booking by the lead person who made the Booking.
  - We may be unable to refund the difference in price if your altered Booking is one for which we ordinarily charge a lower price at the date we receive notice from you that you wish to change. In that case we will explain why we are not able to provide you with a refund of the difference in the booking price.
  - You will also have to pay us the difference in price if the altered Booking is one for which we ordinarily charge an additional amount at the date we receive notice from you that you wish to change.
  - An administrative charge of £20 will be payable at the time of any change to your booking.
- OUR RIGHTS TO CANCEL AND THE REFUND YOU WILL RECEIVE**
  - We may have to cancel the Booking due to the unavailability of key personnel or key facilities without which we cannot provide the Accommodation. If this happens:
    - we will promptly contact you to let you know
    - we may cancel the Booking and refund your payments, or offer alternative Accommodation and refund any payments for Accommodation not yet provided to you less the cost of alternative Accommodation
    - if we offer alternative Accommodation you may still choose to cancel the Booking and we will refund the payments you have made to us.
  - We may cancel the contract for Accommodation at any time with immediate effect if:
    - you do not pay us when you are supposed to, or
    - you are in breach of these Booking Terms and Conditions in any other material way and you do not remedy the situation within a reasonable period after we ask you to.
  - If you do not arrive, or you have not notified us of a later arrival, before 12 pm on the day following the date on which your Booking commences we will cancel the Booking and you will not be entitled to a refund.

### 6. PROVIDING ACCOMMODATION

- We will supply the Accommodation to you from the date set out in the Booking Confirmation, for the named individuals stated on the Booking Confirmation with the additional services set out in the Booking Confirmation.
- We reserve the right to change your allocated Accommodation before the arrival date and to alter prices as a result of any changes that the Government may require us to make by statute. You will be given reasonable notice in the event of any such changes.
- We will make every effort to provide the Accommodation. However, we may be unable to do so due to an Event Outside Our Control.
- In the event of an Event Outside Our Control or in the event of a serious breakdown of services, other emergencies or withdrawal from service of your Accommodation, we reserve the right to offer you the opportunity to change the date booked, upgrade the Accommodation, or cancel the booking and receive a full refund.
- We may have to make minor changes to our facilities and some may be unavailable due to maintenance at any time so please enquire about their availability before you book with us.
- We will endeavour to supply specific Accommodation on request but this cannot be guaranteed and we may supply different Accommodation of an equivalent or higher standard.
- We may need certain information from you in order to provide the Accommodation, including but not limited to the following:
  - the number of people for whom the Booking is made, their names and age if they are under 18
  - whether you wish to bring any pets
  - any special requirements, such as a need for easy access to the Park or Accommodation.
- If you do not, after being asked by us, provide us with this information, or if you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover changes to Accommodation, any extra items or services supplied or alternatively we may cancel the Booking. If you do not pay any additional charge, we require as a result of your request to make changes to the Booking, we may cancel the Booking.

### 7. YOUR LIABILITY FOR DAMAGE

- Please look after the Accommodation and the Park facilities so that they may be enjoyed by all. Please report any accidental damage to reception immediately, so that we can arrange a repair or replacement.
- We inspect the Accommodation between your departure and the arrival of the next guest. You may be charged for loss or damage caused by you.
- You may be asked to pay a refundable security deposit. This will be payable by [debit or credit card] on arrival and refunded by the same method of payment.
- An amount of the security deposit will be retained to cover the cost to us of damage caused by you or your party to the Accommodation or the Park. If you or your party cause us loss or damage costing more than the refundable security deposit, we will require you to pay an additional amount.

### 8. GROUP BOOKING

- The number of people staying in the Accommodation must not exceed the maximum number it is intended for as shown when you request a Booking and must only be those named on the Booking confirmation.
- If you breach this clause we may cancel the Booking without refund and require you to leave the Park.

### 9. CHECKING IN AND CHECKING OUT

- Your accommodation will be available from 2.30pm.
- On arrival you will need to show your booking confirmation documents.
- Check out is by 10am on the date of departure. Please return the Accommodation keys to reception.
- Late checkout may be available subject to availability and prior agreement with us.

### 10. IF THERE IS A PROBLEM WITH THE ACCOMMODATION

- In the unlikely event that there is any problem with the Accommodation or the Park:
  - please tell us as soon as reasonably possible
  - please give us a reasonable opportunity to put it right
  - we will use every effort to repair or fix any defect as soon as reasonably practicable.
- If any problem with the Accommodation or the Park which is our fault means we are obliged to cancel your Booking, we will refund payments made for Accommodation not yet provided to you.
- As a consumer, you have legal rights in relation to this agreement. Advice about those rights is available from Citizens' Advice Bureau or Trading Standards. Nothing in these Terms and Conditions will affect these legal rights.
- If you made the Booking via our website and we have been unable to resolve your complaint you may consult the European Commission's Alternative Dispute Resolution platform. <http://ec.europa.eu/consumers/odr/>
- OUR LIABILITY TO YOU**
  - If we fail to comply with these Terms and Conditions or are negligent, we are responsible for loss or damage you suffer as a foreseeable result of our breach or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
  - Unless we agree otherwise in writing, we only supply the Accommodation for private use. You agree not to use the Accommodation for any commercial purpose and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - We do not exclude or limit in any way our liability for:
    - death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
    - fraud or fraudulent misrepresentation.

### 13. EVENTS OUTSIDE OUR CONTROL

- We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these Terms and Conditions caused by an Event Outside Our Control.
- If an Event Outside Our Control affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you:
  - we may cancel your Booking and refund your payments, or
  - provide alternative Accommodation of equivalent or higher standard or on alternative dates which you may choose to accept. If you do not we will refund your payments.

### 14. HOLIDAY BEHAVIOUR STANDARDS

- By making a Booking with us you have entered an agreement in which you undertake on behalf of yourself and the members of your Booking (including children), to adopt the following standards of behaviour:
  - To act in a courteous and considerate manner towards us, our staff and other guests;
  - to supervise children properly so that they are not a nuisance or danger to themselves or others.
- You further agree that you will not:
  - commit any criminal offence at the Park or undertake any criminal activity;
  - commit any acts of vandalism or nuisance;
  - keep or carry any firearm or any other weapon at the Park;
  - use any unlawful drugs;
  - create any undue noise or disturbance;
  - carry on any trade or business while on the Park; or
  - permit anyone who is to your knowledge on the Violent and Sex Offenders Register (or any register that succeeds it) to use or visit the Accommodation.
- You should respect the privacy of other users of the Park and keep noise to a minimum between the hours of 11:00pm and 8:00am.
- We are entitled to eject anyone from the Park who acts in a manner likely to cause significant upset or significantly annoy other users of the Park or our staff or who is guilty of a criminal offence.
- PETS**
  - You must tell us before you visit the park if you plan to bring any pet or animal and answer any reasonable question about them and their suitability for our park environment. If we are not satisfied that the pet or animal is suitable for our park environment, we may tell you that you cannot bring them. This is because we cannot allow the safety of others to be put at risk.
  - You may only bring a maximum of two pets and we will charge you £10 per pet per week, or part week, when you make your Booking.
  - Any pet or animal you bring must be supervised by and under the control of you, or of a responsible adult in your party, at all times. This means you may not leave any dog or other animal unsupervised in the cabin or lodge or anywhere on the park at any time, apart from cats and small pets which live in a cage, aquarium or similar. Nor may you leave any pet or animal under the supervision of any person aged under 18. These rules apply even if the pet or animal knows the park well and you believe them to be well-behaved.
  - If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the park straight away. This is because we cannot allow the safety of others to be put at risk.
  - If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern please tell us straight away.
  - Dogs must be kept on a lead, under control at all times and not left in cabins/lodges/caravans unattended.
  - Pets are not allowed on the furnishings within the cabin/lodge/caravans. You must pick up your dog's waste and dispose of the waste in the General Waste bins. Failure to do so may result in a charge of £50.

### 16. HOW TO CONTACT US

- If you have any questions or complaints please contact us by telephoning 01752 862382 or by emailing [info@churchwoodvalley.com](mailto:info@churchwoodvalley.com)
- We will use the personal information you provide to us to:
  - provide the Accommodation
  - process your payment to us
  - inform you about similar Accommodation, offers or products that we provide, but you may stop receiving this information at any time by contacting us.
- We will not give your personal data to any third party unless the law requires us to do so.

### 17. OTHER IMPORTANT TERMS

- We may transfer our rights and obligations under these Terms and Conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.
- You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing beforehand.
- This contract is between you and us. No other person has the right to enforce any of its Terms.
- Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.
- If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these Terms and Conditions by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

### DEFINITIONS

When the following words are used in these Terms and Conditions, this is what they will mean:

**Accommodation:** the accommodation that we are providing to you as set out in the Booking

**Booking:** your request to us for the Accommodation

**Booking Confirmation:** our acceptance of your Booking

**Event Outside Our Control:** any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

**Park:** Churchwood Valley Holiday Park, Wembury Bay, Plymouth, South Devon, PL9 0DZ

**Terms and Conditions:** these terms and any other terms or documents they refer to

**We/our/us:** Churchwood Valley Limited

**You/your:** You or the members of your party

When we use the words "writing" or "written" in these Terms and Conditions, this will include email unless we say otherwise.

### CHANGES TO OUR TERMS

The law and how we have to operate the Park may change from time to time. If this happens then we may need to update our Terms and Conditions. You will be able to find the latest version on our website or at our Park reception.

If we make any significant changes to our Terms and Conditions after you have requested a Booking which have a materially adverse effect on your Booking, we will give you the option to cancel with a full refund.

*We aim to provide Terms and Conditions which are easily understandable. If there is any term that you do not understand, then please discuss it with us before making a Booking.*

*If you require these Terms and Conditions or your Booking Confirmation in another format please ask and we are happy to provide them.*