

# Holiday Bookings Terms & Conditions

Revised June 2011

- Conditions** - Please read these conditions carefully. In making a booking you warrant that you are 18 years of age or over and have the authority to accept and do accept, on behalf of your party, the terms and conditions set out below.
- Terms** - Your contract will be with “the Company”, Sand le Mere Caravan Park Ltd (Co. Reg. No. 01910554), the owner of the accommodation. The contract is subject to English law and the non-exclusive jurisdiction of courts within England and Wales. All terms are either per week (Saturday to Saturday) or per short break (start day Monday or Friday) for the accommodation as equipped and described.
- Arrival & Departure** - The usual check-in time is 3pm for Lodges and 4pm for Caravans (subject to unavoidable delays). We ask that you vacate your accommodation by 10am on your day of departure. Guests arriving early are welcome to check in and enjoy the Park facilities until their accommodation is ready. If you expect to arrive after 6pm please let the Park know to arrange key collection. For non-arrivals unless the Park is previously notified, accommodation unclaimed by 8am on the day following your holiday start date, will be treated as a cancelled booking and the accommodation may be re-let. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done, or loss sustained during your stay.
- Prices, VAT & Supplements** - Our prices and charges shown are inclusive of VAT (where applicable). We reserve the right to amend the VAT element of our pricing in the event of any government changes in VAT. Additional supplements may apply such as cots, pets etc. We guarantee that once you have made your booking and paid a deposit we will not increase your holiday price unless you make a change to your booking.
- Prices** - We reserve the right to alter prices in our brochure or on the website, which may go up or down. We will advise you of the current price at the time of booking. The terms and conditions for bookings may change from time to time. Please check at the time of booking.
- Making a Booking** - Conditions of Booking  
**The Holiday Contract**  
The person who books the holiday by telephone, internet or travel agent will be accepting the booking conditions on behalf of the holiday party. A contract between you and Sand Le Mere Caravan Park Ltd will come into existence.  
If you have made your booking by telephone. We will tell you on the telephone that your booking is confirmed by giving a booking reference number.  
If you have booked online over the internet. We will tell you over the internet that your booking is confirmed by giving a booking reference number. You will also receive email confirmations confirming your reservation, payment success and completion of your booking.  
The contract binds you and all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms and conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking.  
We reserve the right to decline or terminate the booking of any guest(s), whose party make-up or behaviour interferes or may interfere with the general comfort of other guests. In this event no refunds will be made.  
**Use of your holiday home**  
Only those people listed on the booking can occupy your accommodation and use the facilities of the Park. If this legal requirement is not met, your booking will be terminated and you will be asked to leave, with no refund made.

If you have any friends who wish to visit you while you are staying with us, please see the Duty Manager who will arrange a day pass for them.

As per government legislation it is illegal to smoke inside enclosed public buildings in England, Wales and Scotland. Outside smoking areas are provided. We can not guarantee smoke free accommodation, or any Holiday Home to be allergy free.

#### **Use of your touring pitch**

Only those people listed on the Booking Confirmation can occupy your pitch and use the facilities of the Park. If this legal requirement is not met, your booking will be terminated and you will be asked to leave, with no refund made.

One tourer, motorhome or tent only is permitted per pitch measuring 6m x 6m. For larger units, please contact the Park. Please note that trailer tents are regarded by us as tents. We cannot accept working vehicles on site, this includes pickup trucks, vans and open back trucks.

7. **Number in Your Party** - The total number in your party must not exceed the capacity of the accommodation as advertised by us.
8. **Payment** When you book you must pay the applicable deposit requested plus cancellation protection, if required. Payment can be made in full or by deposit to secure your holiday booking. Deposits will only be taken up to 6 weeks prior to the commencement of your holiday. Full balance payment for your holiday is due no later than 6 weeks before the start of your holiday. Balance reminders will not be sent. Please keep your final confirmation safe as you must present this on arrival at the Park. If the balance is not received by the due date then your holiday will be treated as a cancellation. Bookings made within 6 weeks of the holiday start date must be paid in full at the time of booking. Please note that payments made by Credit Card are subject to a handling charge of 2%. At present there is no charge for Debit Cards.

9. **Changes by You** - Once a booking has been confirmed by us, should you require it to be amended or re-invoiced then, if we accept this change, an administration fee of £20 incl. VAT will be charged. Up to 6 weeks before your holiday start date, you may change your accommodation to another one within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing that you pay the administration fee and any outstanding balance. Bookings may not be transferred to other parties after we have received notification of cancellation.
10. **Cancellation by You** - Telephone us immediately if you have to cancel and on the same day send us written confirmation including your Booking Reference Number. Please note that no refund will be provided if you have not taken out our Cancellation Protection Plan at the time of booking. If, having taken out our Cancellation Protection Plan, you are due a refund, this will be paid within 30 days of the date on which we receive your cancellation and proof.
11. **Cancellation by Us** - Very occasionally, in circumstances of 'force majeure' as defined in Clause 20, we may have to cancel your booking. We will tell you as soon as possible and offer you an alternative or a full refund. We regret that we cannot pay compensation or any reimbursement of any costs or expenses which you may incur as a result of any such cancellation or change.
12. **Brochure and Website Accuracy** - We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website, however information and prices may have changed by the time you book. There may be small differences between the actual accommodation and the facilities and its description, as we are always looking for ways to make improvements. Whilst every care is taken to ensure that the details shown in the brochure and on the website are correct we cannot accept responsibility for errors contained therein or the results thereof.

13. **Linen and Towels** - (Caravans/Lodges only) Except for cots, bed linen is provided. This may be duvets or blankets and sheets.
14. **Entertainment, Activities and Facilities** - We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice, where reasonably necessary, due to repairs, maintenance, weather conditions and circumstances beyond our control. Opening times may be limited outside the main holiday season. Certain facilities and activities are subject to an additional cost. Certain facilities have age restrictions. Some facilities may be restricted to peak periods only, please check at the time of booking. Payment for use of these facilities can be made at the Park Reception on request. In accordance with UK licensing laws, we can only sell alcohol to persons aged 18 or over. We may require you to show proof of age using an approved form of identification such as a passport, photo driving licence or a valid proof of age card.
15. **Unreasonable Behaviour** - We reserve the right to terminate a holiday after the keys have been handed over if the unreasonable behaviour of anyone in your party is likely to impair the enjoyment, comfort, or health of other guests or members of staff. No refund will be provided.
16. **Damage to the Accommodation** - You are liable for any damage caused in the accommodation during the period of hire and may be charged for it. We retain the right to enter the accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise, for example if repairs need to be carried out. All guests are expected to treat our holiday accommodation and Park facilities with care so that others may continue to enjoy them. Any accidental damage must be reported to Reception immediately, so that we can make the necessary repair or replacement. Accommodation will be inspected at the end of a stay.
17. **Wheelchair/Disabled Persons** - We aim to make our holidays and facilities available and accessible for all, although much of our accommodation is unsuitable for visitors with mobility issues. Please discuss your requirements with us in detail before making your booking to ensure that a holiday with us meets your needs and expectations.
18. **Security Deposits** - You will be asked for a Security Deposit of £60 on arrival at the Park. This will be returned to you after your holiday, provided that your accommodation is undamaged, clean and tidy.
19. **Special Requests e.g. for adjacent or specific accommodation** - These cannot be guaranteed but every effort will be made to satisfy them. When booking on-line, you will be allocated the first available accommodation unit. Any special requests or requirements must be organised through our Reception team on Park. If you book on-line and want to make a special request after the event you will be charged a £20 administration fee.
20. **Force Majeure** - We cannot accept responsibility or pay any compensation, where the performance or prompt performance of the contract, is prevented or affected by reason of circumstances which amount to "force majeure". These include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity, epidemic or similar situations beyond our control.
21. **Cots and High Chairs** - These are available, on request at the time of booking, for a supplement of £7 per week or £5 per short break each. Please note that you will need to bring your own cot linen.
22. **Fishing** - The fishing lake at Sand Le Mere is stocked for coarse fishing. Lake fishing is run by a separate company, simply go down to the lake and take a peg and the bailiff will visit you to receive payment. The costs are £5 per day, £7 per weekend or £15 per week.

23. **Pets** - We welcome well-trained dogs in selected accommodation at our Park but dogs that are specified in the Dangerous Dogs Act are not permitted. This includes all breeds of Pit Bulls, Rottweiler, Japanese Tosa, Dogo Argentino, Fila Brasileiro, even where these types of dog are muzzled. We charge £25 per dog per week and £12.50 per dog per short break, with a maximum of 2 dogs per booking. We reserve the right to require the owner of any dog or pet considered disruptive or affecting the comfort of guests, to remove it from the Park. There is no charge for registered assistance dogs for disabled guests in our caravans or lodges. Other pets may be permitted at our discretion. You must tell us that you are bringing a pet at the time of making your booking. You must bring your pet basket with you and ensure that your pet(s) do not lie on the bedding or chairs under any circumstances. Pets must not be left unattended in accommodation or elsewhere on the Park. They must be exercised on a lead and in the charge of an adult. You are responsible for cleaning up after your pet. Pets are not allowed in central complex areas, clubs, shops, bars or swimming pool areas.
24. **Smoking** - Smoking is only permitted in designated caravans on the Park and must be requested at the time of booking. Smoking is not permitted in any of our public facilities.
25. **Your Vehicles** - Your vehicles, their accessories and contents are left entirely at your own risk. We cannot accept responsibility for any loss or damage from, or to, any vehicle from any cause whatsoever. Speed limits in force on the Park must be followed for the safety of all our guests.
26. **Local attractions** - We accept no responsibility for information relating to local attractions, including details of distances, timings and activities. We provide this in good faith for information purposes only, but make no recommendations in respect of any attraction, have not verified that the listed details are accurate or up-to-date and accept no responsibility for any reliance by you on them.
- You must make your own arrangements (including, where appropriate, having any necessary insurance in place) regarding the attractions with the operators and local tourist board information centres. Where we list attractions on our website, we do not do so as an agent for the owner or operator of any attractions and so have no liability for any loss or damage suffered by you, whether in contract or negligence, as a result of any reliance on the information contained herein, or for any loss or damage suffered by you in visiting or purchasing any ticket for any such attraction.
27. **Comments or Concerns** - We will do everything possible to provide you with an acceptable standard of accommodation. However, if there is a problem please report it immediately to Reception when remedial action, as appropriate, will be taken. We will use our best endeavours to resolve the problem as quickly as possible. If we are unable to resolve the problem we will move you to an alternative unit in a similar or upgraded category. If, at the end of your holiday, you feel that we have not dealt with your complaint satisfactorily, please write to the Park Manager within 28 days of your return. You will then receive acknowledgement allowing us 14 days to investigate. The Company cannot accept any liability in relation to any shortcomings or claim of whatever nature, if you fail to notify us of any complaint during your holiday, allowing us the opportunity to resolve any issues to your satisfaction whilst you are with us.
28. **Liability** - Neither we nor our employees or agents accept liability for any personal injury, loss or damage which may be sustained by you or any other members of your party, except where it arises from the negligence or wilful default of us, our employees or agents. For all claims other than death or personal injury, which result from the non-performance or improper performance of our contract, we may compensate you through either monetary payment or offer you a reduced or complimentary holiday break. No compensation will be payable unless matters have been reported in line with our complaints procedure as set out in paragraph 27 above. Where alternative accommodation has been offered and refused we reserve the right not to make any further compensatory offers.

29. **Data Protection Policy** - We will use the personal information that you provide to process your booking and provide you with your holiday, and for internal statistical, market research and recording purposes. We may also need to pass your information to third party service providers such as insurance companies and travel providers. We will only correspond with the lead customer on the booking. It is your responsibility to inform all other members of your party what information about them you are providing to us, and what we will use it for. Your Data Controller is Bridge Leisure Parks Limited. You are entitled to a copy of your information held by us on written request to the Data Protection Administrator, Bridge Leisure Parks Limited, Southfield Lane, Tunstall, East Yorkshire HU12 0JF.

30. **Marketing** - We will hold your information, where collected by us, and may use it to provide you with holiday or special offer information. If you do not wish to receive such information in the future, please write to us at the address above. We will not pass on your information to third parties for marketing use without your permission.

31. **Cancellation Protection Plan** - When making a booking you will be offered the option to take out our Cancellation Protection Plan which covers you and your holiday party. Costs are as follows:

- £20 full week
- £12.50 short break
- £10 touring holidays (regardless of the length of stay)

Our Cancellation Protection Plan covers you should you, or any other member of your party, be forced to cancel your holiday because of sickness, bereavement, redundancy or jury service.

Completion of our Cancellation Form and Proof will be required, by recorded delivery prior to the confirmed start date of your holiday. This will need to be as follows:

- Sickness - Doctors Certificate
- Redundancy - Employee's notification
- Jury Service - Court notification
- Bereavement - Death Certificate

Customers covered by our Cancellation Protection Plan and complying with these conditions will be entitled to the following (less a £20 administration fee):

- 42 days or more - Full refund given
- 41-15 days notice - 25% of total holiday cost will be retained (or the deposit, whichever is greater).
- 14 days or less - 50% of total holiday cost will be retained.

If the Cancellation Protection Plan is not taken and you wish to cancel your booking, no refund will be made.

All bookings are subject to our Terms and Conditions and availability.

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