



www.surfbayholidays.co.uk

SURF BAY HOLIDAYS BOOKING TERMS & CONDITIONS

1. Your booking

- a. Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out below.
- b. All bookings are formally confirmed by us when we issue you with your confirmation invoice. The confirmation invoice will set out the details of the accommodation booked, the dates booked, the total amount payable for your booking and the dates on which payments are due.
- c. You as the person making the booking, will be responsible for all members of your party. You must be at least 18 years old at the time of making the booking.
- d. We reserve the right to refuse to accept bookings which include individuals under 18 years of age.
- e. You must notify us at the time of making your booking if you intend to bring your dog(s). One dog is included in the price of our dog friendly accommodation and there is a charge of £40 for any additional dogs (maximum of two dogs in each accommodation). We cannot guarantee that we will be able to accommodate your dog(s) and we will notify you if we are not able to do so before confirming your booking.
- f. If linen is not provided as standard in your holiday accommodation, we can provide this for you, for a charge, in accordance with Clause 14 below.

2. Paying for your accommodation

- a. For bookings made more than 6 weeks in advance of your arrival date, you must pay a deposit when making your booking of 10% of the full cost of your holiday (minimum of £56). The remaining balance will be payable by the date set out in your confirmation invoice..
- b. For bookings made less than 6 weeks in advance of the arrival date, you must pay the total amount of the booking at the time of booking.
- c. If you do not pay the invoice price of your booking by the date it falls due, we will write to you, with a reminder. If you fail to make payment of the invoice price in full within 14 days of the due date, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and cancellation charges set out in Clause 6 will apply.

3. Pricing of our holiday accommodation

- a. Once you have made your booking, the price of the holiday will not be subject to any change.
- b. If the rate of VAT changes between the date that 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.
- c. 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 mispricing, we may end the contract and refund you any sums you have paid

4. Special offers

- a. Any special offers or discounts you may have will only be valid if claimed at the time you make your booking.
- b. All discounts and special offers are subject to availability.
- c. Free Holiday Vouchers are valid for up to six people during off peak season. Apartment and hot tub accommodation is excluded from this offer. Hot tub accommodation can be booked if available, at an extra charge. Please speak to the park of your choice for further details.

5. Alterations to your booking

- a. When you book you must provide us with the names and ages of all persons intending to occupy the holiday accommodation for the duration of the booking. You must notify us of any change of guest as soon as possible, prior to your arrival date.

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- b. Only you and the persons named in your booking confirmation can stay in the holiday accommodation. We reserve the right to refuse entry to any person who is not named in your booking.
- c. Once your booking has been confirmed you cannot transfer your booking to anyone else or amend it (this includes changing the members of your party by either removing or adding persons to your booking) except in accordance with clause 5d below.
- d. If you wish to make a change to your booking, such as an alteration to the type of accommodation or the date of your booking, you must notify us as soon as possible. We will endeavour to accommodate your requirements however we are not able to guarantee that this will be possible. If we are able to assist you with making your requested amendment there will be an administration charge of £15 plus any increase in the cost of your holiday and ask you to make payment of any additional sums due to us, at the time of making your request.
- e. If we agree to amend your booking and as a result of this change, the price of your booking reduces, we will refund to you any overpayment, less our administration charge of £15.
- f. Please note that should you wish to extend your stay beyond the booked dates there is no guarantee that the same accommodation will be available

6. Cancellation of your holiday booking

- a. You may cancel your holiday at any time. Cancellation will be effective on the date it is received by us.
- b. The closer your cancellation notice is to the start of your booking, the less likely we will be able to re-sell your accommodation. Our cancellation charges therefore increase as the booking date of your holiday approaches, in accordance with the table below.

Number of days prior to holiday start date	Cancellation charge
More than 42 days	£0
36 to 42 days	50% of total holiday cost
29 to 35 days	60% of total holiday cost
22 to 28 days	70% of total holiday cost
15 to 21 days	80% of total holiday cost
14 days or under	100% of total holiday cost

Administration fees are non-refundable in these circumstances.

7. Holiday Insurance.

The cost of your booking does not include holiday cancellation insurance. In order to protect against the unexpected we advise that you consider taking out a holiday cancellation insurance policy.

8. Change or cancellation of the Holiday by us

- a. We do not expect to have to make any changes to your booking once it is confirmed, however sometimes problems happen and bookings have to be changed or cancelled. We will only do this if it becomes necessary to do so for reasons that are unforeseen at the time of you making your booking which are beyond our reasonable control or if essential remedial works are required to your holiday accommodation. If this happens:
 - i. We will promptly contact you to let you know;
 - ii. We may cancel your 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; and
 - iii. If we offer alternative accommodation you may still choose to cancel your Booking and we will refund the payments you have made to us.
 - iv. We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these Terms caused by an Event outside our control.
- b. Events outside our control include but are not limited to war, threat of war, riot, terrorist activity, natural or nuclear disaster and fire.

9. Visitor Standards and behaviour

- a. You will be provided with a welcome pack on arrival. This will be located in the holiday accommodation. This pack will contain important information about your stay with us. Please ensure that each member of your party reads the welcome pack on arrival. You must also ensure that you and every other member of your party familiarises themselves with the layout of the accommodation and the location of the fire exits.
- b. You must only use the holiday accommodation for the purposes of your holiday. You must not use the accommodation for any business purpose.
- c. You must keep the holiday accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.
- d. You must not allow the holiday accommodation to be used for any dangerous, noisy, illegal or immoral activities. You must not cause a nuisance or annoyance to us, our employees or contractors or any other person using our parks.
- e. Fireworks, candles and Chinese lanterns are not permitted in or around your pitch or on any part of the park
- f. Barbeques are permitted but may only be used together with a free stand available from reception.
- g. Dogs are permitted at all parks with a maximum of two dogs per unit. Dogs must be kept on a lead at all times and exercised off the Park.

10. Damage to the holiday accommodation or its contents.

- a. If you discover anything is missing or damaged on arrival, please notify us straight away by contacting Park reception.
- b. You will be responsible for the cost of any damage you or your party cause to the holiday accommodation or its contents.

11. Our liability to you.

- a. If we fail to comply with these Terms 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.
- b. We do not exclude or limit in any way our liability for:
 - i. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
 - ii. Fraud or fraudulent misrepresentation.

12. Arrival and departure times

- a. Your holiday home will be available from 3pm on your arrival day. If you think you may arrive after 5pm on your arrival day please let us know by 5pm on the day of your arrival.
- b. We require you to vacate on your day of departure, by 10am

13. Health and Safety

We take the wellbeing and safety of our guests very seriously and we ask that you comply with the following:

- a. The speed limit on the park is signposted at the entrance.
- b. All vehicles must conform to the Road Traffic Act and have current tax, MOT and insurance. The provisions of the Highway Code apply to the roads on the park.
- c. Guests are not allowed to bring lorries or other commercial vehicles on to the park. This includes towing vehicles.
- d. No recreational vehicles can be used on the park. This includes motorised scooters.
- e. No mechanical or repair work is to be undertaken on the park.
- f. Only 1 vehicle can be parked next to the pitch. All other vehicles must be parked in accordance with the instructions of the on-site staff.
- g. Please make yourself aware of the nearest fire point.
- h. The total number in your party (including children and babies) must not exceed the maximum capacity of the holiday home advertised.

14. Bed linen

- a. We provide bottom sheets, duvets/covers and pillows/covers in the following accommodation:
 - i. Lodge accommodation at River Valley
 - ii. Swan and Puffin caravans and apartments at Beachside
 - iii. Kingfisher caravans and apartments at Surf Bay.
- b. Towels are provided in our apartment accommodation only.
- c. If you require linen packs in accommodation where it is not supplied, we can provide you with a linen pack consisting of a bottom sheet, duvet cover and pillow cases for an additional charge. Please visit our website for further details.

15. Park facilities

- a. All of our parks are family owned and we pride ourselves on providing peaceful and relaxing holidays. We do not provide any entertainment however there is plenty of open space for children to play.
- b. Wi-Fi is available throughout the Park at no extra charge details of which are available at reception. Please note that its provision is subject to availability and network conditions. Service may be intermittent and you are advised that it is intended for pleasure and not for business use. Bookings are not accepted if they are wholly reliant on the uninterrupted provision of Wi-Fi.

16. General

- a. Cutting or damaging trees and other vegetation is strictly prohibited and the natural conditions are not to be disturbed. This includes tying ropes to, or driving nails into, trees.
- b. It is regretted that no refunds can be given if guests depart prior to the end of the booked holiday, unless you do so as a result of one of the reasons listed in clause 8.
- c. The prices listed include VAT.
- d. The information supplied on the Booking Form will be stored on computer for administrative purposes. Under no circumstances will this information be provided to a third party. We may from time to time wish to send you news of special offers on our park. If you do not wish to receive any communication from us please annotate the appropriate box on the booking form. For the purposes of the Data Protection Act 1984 the signing of the Declaration on the Booking Form signifies your assent to these terms.

17. How we may use your personal information

We will use the personal information you provide to us to:

- a. Provide the accommodation
- b. Process your payment to us

- c. Inform you about similar accommodation, offers or products that we provide, but you may stop receiving this information at any time by contacting us.
- d. We will not give your personal data to any third party unless the law requires us to do so.

1. Other important Terms

- 1.1. We may transfer our rights and obligations under these Terms 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.
- 1.2. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing beforehand.
- 1.3. This contract is between you and us. No other person has the right to enforce any of its Terms.
- 1.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.
- 1.5. If we fail to insist that you perform any of your obligations under these, 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 by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.
- 1.6. These Terms are governed by English law. You and we both agree to submit to the jurisdiction of the English courts.

2. Complaints

- 2.1. If the Guest has a complaint concerning any aspect of the services provided by the Proprietor then it is the duty of the Guest to inform the Proprietor immediately, or as soon as is reasonably practicable and in any event before the termination of the stay. It is specifically agreed between the parties that

failure by the Guest to notify the Proprietor of any complaint in accordance with the timescale set out in this clause will entitle the Proprietor to refuse to entertain the complaint, irrespective of the merits of the complaint.

- 2.2. Sometimes things may go wrong. If you have a problem please tell the Park reception straight away and, we will do all we can to resolve the matter to your satisfaction.
- 2.3. If any problem with the accommodation or the Park means that we have to cancel your booking, if we are at fault, we will refund payments made for the accommodation not yet provided to you.
- 2.4. If we cannot resolve your complaint during your stay with us please contact samanthastevens@surfbay.co.uk or write to our team at the relevant address below.
- 2.5. As a consumer, you have legal rights in relation to this agreement. Advice about those rights is available from Citizen's Advice Bureau or Trading Standards. Nothing in these terms and conditions will affect these rights.

How to contact us

If you need to contact us about your holiday or in connection with these terms and conditions please call our team, email or write to us at the relevant park address below:

Beachside Holiday Park, Merley Road, Westward Ho! Devon EX39 1JX Tel: 01237 421163 email, beachside@surfbay.co.uk

Surf Bay Holiday Park, Golf Links Road, Westward Ho! Devon EX39 1HD Tel: 01237 471833 email, surfbay@surfbay.co.uk

River Valley Country Park, Relubbus, Penzance, Cornwall TR20 9ER Tel: 01736 763398 email, Rivervalley@surfbay.co.uk

