# Lodges & Holiday Homes – Terms & Conditions

Please read all the conditions listed below. If you have any queries please do not hesitate to contact us by telephone on 01557 870267 or e-mail at <u>info@gillespie-leisure.co.uk</u>. It is your responsibility to check the details on your booking confirmation are correct and to notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival.

Advance bookings are advisable for Easter, Bank Holidays and during the July/August high season.

## **Deposit and Balances**

A booking deposit of £100 per week/short break is payable by debit/credit card at the time of booking. Accommodation bookings are on a weekly basis Saturday to Saturday or on a short break of 4 or 3 nights Monday to Friday and Friday to Monday. We will send you a confirmation at the time of booking showing your balance which must be paid at least 28 days before your arrival. If you fail to make balance payments on time, the accommodation will be offered for reletting. Late bookings are payable in full at time of booking.

#### **Cancellation and refunds**

We do not offer cancellation insurance and strongly advise you to take out the appropriate insurance. All cancellations must be confirmed by email or letter.

If you cancel before your holiday starts you will receive a refund according to the following scale: Cancellation 0 - 14 days before arrival – no refund

Cancellation 15 – 28 days before arrival – 25% refund

Cancellation 29 – 56 days before arrival – 50% refund

Cancellation 57 days or more before arrival - full refund

The £100 deposit is non-refundable.

In extreme circumstances, we may need to alter, amend or possibly cancel your holiday booking. If we do so we will contact you as soon as possible. You may be offered an alternative or a full refund. We do not pay compensation in circumstances where we have to cancel your booking due to Force Majeure.

#### Force Majeure

Circumstances amounting to "force majeure" include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage (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 or any similar event beyond our control. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

#### **Arrival and Departure**

Our holiday homes are available from 4pm onwards on day of arrival due to cleaning, checking and maintenance requirements between lets. If the holiday home is available you can check-in sooner. We reserve the right to delay check-in times if necessary, but you are welcome to use the facilities on the park whilst you wait. Accommodation must be vacated by 10.00am on the day of departure. You may use the park facilities for the remainder of the day.

#### Lodges and Holiday Home Accommodation

Most accommodation has double glazing and central heating. All holiday homes are a spacious 12 feet wide and have two or three bedrooms sleeping four or six. Lodges have two to four bedrooms sleeping four to eight. All units have a veranda with outdoor furniture. Bed linen is provided but not towels and tea towels. Accommodation charges are based on one vehicle.

The Company reserves the right to enter the accommodation, under special circumstances or emergencies, at any time. We do not permit gazebos, tents, or similar items beside holiday homes.

## Lodges with Hot Tub

Lodges are spacious with double glazing and central heating. All have a veranda with outdoor furniture and hot tub. The hot tub charge is included in the accommodation price. However, at time of booking, a £50 deposit will be payable against any damage occurring and/or the hot tub having to be emptied during your stay. A refund will be issued if, on departure inspection, no damage has been found.

Bed linen is provided but not towels and tea towels.

# Occupancy

The care of your holiday accommodation is your responsibility for the duration of your stay and it must be left clean, fresh and tidy when you leave. The number of people using the accommodation must not exceed the number it is furnished to sleep.

We are a holiday park, therefore we do not accept bookings if you want to stay for work, use the park as a base to travel to work or for residential use.

## Cots and high chairs

Cots and high chairs are available to hire at an additional charge, subject to availability. Please request at time of booking to avoid disappointment. Cots can be accommodated in the living room or where possible in place of a single bed. Please bring your own cot bedding and linen.

## Damages

The hirer is held responsible for the contents of the holiday home whilst in their possession. If you leave the holiday home in an extremely messy or untidy state, you will be charged for extra cleaning. All damages or losses are chargeable and should be reported to Reception before departure or you will be sent an invoice.

## **Special needs**

Guests with special needs are welcome at all our parks. Brighouse Bay offers specific accommodation suitable for holidaymakers with wheelchairs or mobility difficulties. However certain accommodation and locations may not be suitable. If you or someone in your party has special needs please tell us before you make a booking so we can try to ensure the accommodation is suitable for you. If you do not tell us we cannot be responsible if the accommodation is not suitable.

## Age

We do not accept bookings from customers of 17 years and under. All bookings must include a person of at least 18 years of age and above.

# Allergies

If any member of your party suffers from an allergy we would strongly recommend you do not book accommodation which accepts pets.

# Dogs

Dogs in our self-catering units are charged at a weekly or short break price. Maximum of two dogs per unit and please ensure you bring a bed or cage for your dog. Dogs are not allowed onto seating or beds and must never be left alone in accommodation unless caged. No puppies. Animals other than dogs can only be accepted with specific permission from the park. If we think your dog is causing a nuisance on the holiday park you will be required to remove it from the park.

Dogs must be kept on a lead at all times on the park. It is the responsibility of pet owners to clean up after their dog on the park and on nearby paths in the woods and elsewhere.

We have off-lead walks on our woodland, farmland and coastal walks. Dogs are not allowed on the pitch 'n' putt, golf course and mountain bike trails. Owners of dogs found chasing farm animals will be asked to leave the park.

## Assistance dogs

For our special needs guests, you may bring an assistance dog to the park if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence. In these circumstances, the assistance dog is exempt from charges. Dogs must be kept on a lead under the control of a responsible adult at all times and wear a collar with an identity tag.

A responsible adult must clean up after the dog. Assistance dogs are allowed in all park facilities (excluding the swimming pool, Jacuzzi, steam room).

# WiFi

You are choosing a holiday in a rural location. Our broadband service is also rural! You may find it slow, intermittent or simply unavailable. We are sorry for any inconvenience but are not able to guarantee the service.

## Late arrival

Please telephone the park if you intend to arrive after 5.30pm on the arrival day.

# Early departure

No refunds will be offered for early departures from the park.

## **Personal Possessions**

You are responsible for your personal possessions on park or in your holiday home. We are not responsible for any loss or damage of these. If a customer leaves any personal belongings behind at the end of their holiday, the customer needs to send a prepaid envelope to the company for their property to be returned.

## Smoking

All our accommodation and facilities are strictly non-smoking. Anyone found to be smoking in our units will be charged for any additional cleaning costs.

## Noise

As this is a family park, out of respect for your fellow visitors, noise must be kept to a minimum from 10.30pm with absolute quiet between 12 midnight and 8am. This includes children and adults shouting, dogs barking, playing of music or general chatter that might disturb other customers.

## Behaviour on the park

Our park is a family holiday park and therefore we ask all our customers to ensure their behaviour is appropriate and is not noisy, offensive or aggressive causing harm or upset to other customers and staff. If we feel any customer(s) or any member of their party is noisy, offensive and disruptive or commits a serious breach of this Agreement or any of the rules displayed at the park, we may terminate the booking. If the breach is capable of a remedy, then before cancelling the booking we will give you notice which gives you the opportunity to remedy the breach within a reasonable period. Depending on the nature of the breach, this period may be short. We do not allow the use or storage of firearms, weapons or illegal substances of any form on the park.

We reserve the right to refuse entry into any facility, or the provision of any service or accommodation to any person if they appear to be physically or mentally impaired by the consumption of alcohol or use of recreational drugs, (including appearing hung-over or smelling of drugs or alcohol), and are considered a risk to, or have a potential detrimental impact on themselves, visitors, guests, staff, or property.

# Alcohol

The park takes their responsibility to prevent under age consumption of alcohol very seriously. Anyone who appears to be under 25 will be asked to provide photographic identification. We only accept the following forms of ID: Passport, Photo Driving Licence or valid identification card. Please ensure that young adults in your party are aware of this and bring acceptable ID if they wish to consume alcohol. At the management's discretion we reserve the right to refuse to serve alcohol to anyone, regardless of age.

## Vehicles

This is a family park and we ask that all vehicles on the park abide by the park's speed limit of 10mph. All vehicles on the park must be taxed, insured and have passed the MOT regulations. You should comply with speed limits and parking and other traffic regulations on park. Vehicles brought onto the holiday park at your risk and we are not responsible for any loss or damage to these, except where it is caused by our negligence or default, or that of anyone we are responsible for.

You are not permitted to give anyone driving lessons on the park. We do not permit learner drivers to drive on the park.

Quad bikes, mini mopeds, scooters or any other motorised off-road toy or farming vehicles are not permitted on the park.

Jet skis are not allowed on the park or in the Bay.

# Leisure Club – Entertainment

We reserve the right to change, suspend or cancel the opening times and on-site entertainment at any time without prior notice.

# Leisure Club – Swimming Pool

Children under 15 years of age are not allowed in the pool unless they are supervised by a parent/guardian (minimum age 16) who is either using the pool or attending at the poolside.

## Footwear

All footwear must be removed on the green mat outside the changing area and left on the shoe rack outside the pool reception. Otherwise blue overshoes are provided at Reception. There is no diving, jumping and running allowed at the poolside.

Any person/s who behaves in an anti-social or dangerous manner will be asked to leave the pool immediately.

Strictly NO glass, food, drinks or smoking is allowed in the swimming pool, shower area or changing areas.

For your own safety please remove all jewellery before entering the swimming pool, Jacuzzi and steam room.

For the enjoyment of others, large inflatables and ball games are not allowed in the pool during busy periods.

Do not enter the pool if you have just eaten a meal.

Leisure Club staff will remove any items left in unlocked lockers.

Customers deemed to have been drinking alcohol will be refused entry to the pool.

**Babies and small children i**f you have babies or small children that are not toilet trained would you please make every effort to make sure that accidents do not occur in the pool or changing area. Swim nappies, which are preferable, are available at the pool reception.

## Laundry

We have laundry facilities available on the park including sinks, irons and ironing boards. Washing machines and tumble dryers are coin operated; coins can be purchased at the shop. We do not permit washing lines.

## **Fires and Barbecues**

We do not allow any fires on the park and beach. Raised purpose-built BBQ's are allowed. Small disposable ones must be raised off of the ground. No BBQ's in tents and no open fires or fire pits. Disposable BBQ's may be placed in the bins provided but only when cold.

#### **Drones**

In accordance with the Civil Aviation Authority's 'Drone Code,' drones cannot be flown within 50 metres of a person, vehicle or structure not under the control of the pilot, nor can they take off or land where the pilot does not have landowner's permission to do so. The use of drones on the holiday parks is strictly prohibited.

## Complaint

We like all our customers to have an enjoyable holiday with us but sometimes things may go wrong. If this happens please notify our Reception staff immediately so we can help you. It is more difficult to investigate a complaint if we only hear about it after you have left. If you decide to stay and do not give us the opportunity to put things right at the time you will not be entitled to a refund.

#### Insurance

We strongly advise you to take out the appropriate holiday insurance when booking with us in case of emergencies or cancellations, as we do not offer cancellation insurance.

#### Liability

We cannot accept responsibility for temporary non-function of facilities, withdrawal of an activity or for theft, damage or injury caused during your stay. All persons, cars and vehicles of all descriptions and their contents enter the grounds at the owner's risk. Wardens reserve the right to refuse entry or request customers to leave. Adverse weather conditions may result in the cancellation of some activities at certain times of year.

#### **Brochure and Website accuracy**

We have taken every care to make sure the details on this website and in our brochures and other literature are correct at time of going to print. However, we cannot accept responsibility for any errors or the results of these. Please note that photographs of accommodation are examples only and furnishings, layout and decoration may vary. We are not responsible to you for unforeseen events or matters over which we have no control.

#### Value Added Tax

All tariffs include VAT at the current rate. Any change in the rate will be implemented. Terms & Conditions are issued to protect the health and safety of all parties and to ensure the environment, facilities and the amenities of the park are preserved for the enjoyment of guests. We reserve the right to amend or add conditions as required.