

## Newby Bridge Country Caravan Park - TERMS AND CONDITIONS

### **1. Definitions**

In these Terms and Conditions:

- 'The Park' refers to Newby Bridge Country Caravan Park, the location of the Holiday Property all of which is owned by Lake District Estates Co. Ltd. The agreement made for the booking is therefore between You and Lake District Estates Co. Ltd, whose registered office is at Maudlands, Maude Street, Kendal, Cumbria, LA9 4QD.
- The 'Booking' means the agreement for the Holiday Let.
- The 'Commencement Date' means the date shown on the Booking Form as the commencement date of the Holiday Period.
- The 'Departure Date' means the Departure Date referred to in the Booking Form as the date on which you are required to vacate the Holiday Property.
- The 'Good Housekeeping Deposit' means the amount stated on 'The Park' website in respect of the Holiday Property.
- The 'Holiday Cost' means the Holiday Cost stated in the Booking Form and includes the Good Housekeeping Deposit.
- The 'Holiday Property' means the property referred to in the Booking Form.
- The 'Holiday Let' means the agreement made on the date shown on the Booking Form between 'The Park' and You under which 'The Park' grants to you and Your Party licence to occupy the Holiday Property for the Holiday Period for the purpose of a holiday subject to these Terms and Conditions.
- The 'Holiday Period' means the period from 4:00pm on the Commencement Date to 10:00am on the Departure Date.
- 'These Terms and Conditions' means the terms and conditions (including the definitions) set out in this document.
- 'You' means the person or persons referred to on the Booking Form as the customer.
- 'Your Party' means the other person or persons staying with you at the Holiday Property.

### **2. Nature of the Agreement**

This Holiday Let is granted by The Park to You for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to any form of statutory security of tenure either now or when the Holiday Period ends.

### **3. Licence to Occupy**

The Park permits you to occupy the Holiday Property and have use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels provided throughout the Holiday Period for the Holiday Cost stated on the Booking Form.

### **4. Payment**

You must pay one third of the Holiday Cost and any extras, for each week or part week booked, when placing the booking with The Park. The balance of the Holiday Cost and any extras is due at least four weeks before the holiday Commencement Date. Where a Booking is made two weeks or less before the holiday Commencement Date, the Holiday Cost and any extras is payable in full when making the Booking.

### **5. The Holiday Period**

The Holiday Period will commence at 4:00pm on the Commencement Date and you must have vacated the Holiday Property with Your Party and effects by 10:00am on the departure date. Failure to do so will result in you being charged a further day's proportionate Holiday Cost.

### **6. The Good Housekeeping Deposit**

The Good Housekeeping Deposit will be held by The Park to be applied against the reasonable costs of repair, replacement and cleaning of furnishings, kitchen equipment, crockery, glass, bedding and towels damaged or soiled otherwise than by usual wear and tear during the Holiday Period by You or other members of Your Party. The balance of the Good Housekeeping Deposit will be returned to you within 21 days of the Departure Date. Where such costs exceed the Good Housekeeping Deposit You will pay such excess to The Park within 14 days of being notified of the excess.

### **7. Keys**

The Park will issue to you one set of keys to the Holiday Property at the Commencement Date. You must return the keys to The Park on the Departure Date as directed by The Park. If you lose a key The Park will replace it upon you paying the reasonable costs of having the replacement cut or alternatively the cost of replacing the key will be deducted from the Good Housekeeping Deposit.

## **8. Outgoings**

Electricity, gas and water usage are included in the Holiday Cost. The Park operates a reasonable usage policy and asks You and Your Party to be mindful. The reasonable usage policy is based on the following usage amounts per week: 16 amp electricity, 1 gas bottle. With regards to water usage, please do not leave taps constantly running. If You or Your Party exceed the above usage amounts The Park reserves the right to charge you for any excessive use of electricity, gas and water where applicable.

## **9. Linen/Equipment/Food**

- 9.1** A travel cot can be provided if requested at least two weeks before the Commencement Date and a small hire charge will be applied. The travel cot is only supplied with a mattress. All baby bedding and linen must be provided by you.
- 9.2** The Park will not be responsible for providing food, washing up liquid, dishwasher and washing machine powders.
- 9.3** Clean bed linen and towels will be provided during the Holiday Period.
- 9.4** One standard size bath towel and one hand towel are provided for You and each member of Your Party. A minimum charge of £10.00 per towel will be deducted from the Good Housekeeping Deposit in respect of each towel lost or damaged.

## **10. Use**

The Holiday Property must not be used except for the purposes of a holiday by you and Your Party during the Holiday Period and not for any other purpose or longer period.

## **11. Your Obligations**

You must:-

- Allow The Park to enter the Holiday Property to inspect the state of it at all reasonable times;
- Allow The Park the access to the Holiday Property at all reasonable times and in the case of emergency at all times with or without You or Your Party being present to enable maintenance work to be carried out and to enable The Park to comply with all relevant statutory requirements and the requirements of all regulatory bodies to which The Park belong relating to the Holiday Property.
- Keep the Holiday Property and furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition and be responsible for repairing any damage.
- Not cause any damage to the walls, doors or windows of the Holiday Property.
- Not do anything that may reasonably be considered to cause a nuisance or annoyance to The Park, to any neighbouring properties and touring pitches and any other site guests.
- Not do or permit any act that would make any insurance policy on the Holiday Property void or voidable or increase the premium.

## **12. The Park's Obligations**

The Park will subject to clause 11 above and except in an emergency allow you and the Your Party enjoyment and use of the Holiday Property for the Holiday Period free of interruption;

## **13. Safety Regulations**

The Park confirms that:-

- The furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- That the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.
- They have complied with the Gas Safety (Installation and Use) Regulations 1998 and Safety information and the Date of Instalment can be found on the unit in the cupboard by the entrance.

#### **14. Early Termination**

This Holiday Let may be determined before the end of the Holiday Period by The Park, giving You notice only in the event of You or a member of Your Party being in material breach of the terms of these Terms and Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of your default or the default of a member of Your Party, The Park shall return to You the appropriate proportion of the Holiday Cost attributable to the unexpired remainder of the Holiday Period and the balance due of the Good Housekeeping Deposit.

#### **15. Cancellation**

The Park reserve the right to cancel the Holiday Let where operational circumstances cause the Holiday Property to become unavailable during the Holiday Period and a refund will be made to you of all monies paid.

#### **16. Cancellation by You**

**16.1** If you cancel the Holiday Let, You are still liable to pay the balance of the Holiday Cost.

**16.2** The Park will seek to re-let the Holiday Property at the best possible price for the Holiday Period (but not necessarily at the Holiday Cost advertised on The Park's website.) If the Holiday Property re-lets for the Holiday Period, monies received by The Park will be used to refund you for the Holiday Cost paid, less any extras already paid. This refund will be made within two weeks of the Holiday Period.

**16.3** No refunds will be given for cancellations made within the two week period prior to the Commencement Date of the Holiday Period.

#### **17. Website Accuracy**

Details of the Holiday Property given on The Park's website are accurate at the time of publishing. The Park reserves the right to make alterations to their website at any time.

#### **18. Lost Property**

The Park will retain any items left at the Holiday Property for a period of 28 days from the Departure Date. Items will be returned to you if requested and the postage and packing cost of returning the item/s will be charged to You. The Park do not accept responsibility for the safe carriage of any items returned. Items of food and drink will not be returned.

## **19. Payments**

No additional charge will be made for payments made by debit card or cheque. The Park will only accept cheques as a form of payment if received at least 30 days before the holiday Commencement Date to ensure cleared funds. If you opt to pay your balance due by credit card, a 1% surcharge will be levied.

## **20. Pets**

The Park states that pets are permitted in some Holiday Properties.

No pet is to be left unaccompanied in the Holiday Accomodation.

## **21. Compensation**

The Park cannot accept responsibility or pay any compensation where the Holiday Let is frustrated in circumstances amounting to force majeure, including events such as the destruction and damage of the Holiday Property through fire, flood, explosion, storm or weather damage or adverse weather conditions, neighbouring building works, burglary, criminal damage, riot or civil strife, industrial action, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity, non-availability of public transport, destruction/interruption of utility services, epidemic, temporary invasion by pests and/or similar situations beyond the control of The Park either before the Commencement Date or during the Holiday Period.

## **22. Vehicles**

Vehicles are parked and left at the Holiday Property entirely at your own risk.

## **23. Weather**

No liability is accepted by The Park for access difficulties to the Holiday Property caused by weather conditions affecting public roads.

## **24. Water Supply**

The Park cannot accept responsibility for water shortages caused as a result of drought conditions, an act of omission of the relevant utility operator or any other cause outside the control of The Park.

## **25. Amenities**

The Holiday Property has access to The Park's amenities, the use of these amenities are offered entirely at your own risk and no responsibility can be accepted for injury, loss or damage to You or members of Your Party, except where The Park have breached a legal duty of care owed to You or a member of your party or breached the terms.

## **26. Refuse Collection**

You are required to put refuse/recycling in the appropriate place to await collection in accordance with the instructions left at the Holiday Property.

## **27. Data Protection**

The Park use the information You provide for the purpose of providing holiday services to You and Your Party and also for related purposes of administration, statistical analysis, marketing, customer services and improving customer services.

The Park's use of that information is subject to the Data Protection Act 1998. You and Your Party have a right of access under data protection legislation to the personal data that The Park hold about you and Your Party.

The Park may from time to time send you information which they think might be of interest to you. If you do not wish to receive that information please notify The Park in writing at the address given in These Terms and Conditions.