

## 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.

- **£15.00 (full week)**
- **£10.00 (short break)**
- **£10.00 (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 in the form of a Doctor's Certificate, Employer's or Court notification will be required in writing, by recorded delivery, prior to your confirmed holiday start date.

Customers covered by our Cancellation Plan and complying with these conditions will be entitled to the following:

**42 days or more** - Full refund given (less a £20.00 administration fee)

**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.

# Holiday Bookings Terms and Conditions

Revised November 2010



1. 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.
2. **Terms** – Your contract will be with “the Company”, Verdant Leisure Limited (Co. Reg. No. 2548086), 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 date Monday or Friday) for the accommodation as equipped and described.
3. The usual check-in time is 3.00pm for Lodges and 4.00pm for Caravans (subject to unavoidable delays). We ask that you vacate your accommodation by 10.00am 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 6.00pm please let the Park know to arrange key collection. For non-arrivals unless the Park is previously notified, accommodation unclaimed by 8.00am 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.
4. 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.
5. 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.
6. **Making a Booking** – All offers and bookings are subject to availability. A binding contract comes into existence between you and the Company once we have received your deposit and we have issued a hire invoice and booking acceptance by email, fax or post. You must check your hire invoice and booking acceptance as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document appears to be inaccurate in any way you must let us know immediately. We regret that we cannot accept any liability to make changes if we are not notified within 10 days of sending it out.
7. **Number in Your Party** – the total number in your party must not exceed the capacity of the accommodation as advertised by us. Babies under 2 are not counted as members of your party.
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 your 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 £20.00 incl. VAT will be charged. Up to 6 weeks before your holiday start date you may change your accommodation to another one at the same park as your original booking and 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 Cancellation Protection at the time of booking. If, having taken Cancellation Protection, 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. Towels will be provided for the number of guests booked.
14. **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. Some venues have age restrictions covering certain times.
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 may 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 many park locations and 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 may be asked for a Security Deposit on arrival at your 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 £20.00 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 £12.00 per week or £8.00 per short break each. Please note that you will need to bring your own cot linen.
22. **Fishing** – The lake at Thurston Manor is stocked with Rainbow Trout 10” and upwards. Fishing Permits are available from Reception at Thurston Manor at a cost of £14.00 per session. Fly fishing only is permitted. A maximum of 3 fish may be taken per session.
23. **Pets** – We welcome well-trained dogs in selected accommodation at our Parks 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 £25.00 per dog per week and £15.00 per dog per short break, with a maximum of two dogs per booking. Touring guests will be charged £3.00 per night per dog. 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. Parking and other regulations may vary between our Parks.
26. **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.
27. **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 26 above. Where alternative accommodation has been offered and refused we reserve the right not to make any further compensatory offers.
28. **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 Verdant Leisure Limited. You are entitled to a copy of your information held by us on written request to the Data Protection Administrator, Verdant Leisure Limited, Thurston Manor Leisure Park, Innerwick, Dunbar, E. Lothian, EH42 1SA.
29. **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.