## **West Dorset Leisure Holidays Booking Terms & Conditions**

## 1. Bookings -

- a. Please note that we cannot take bookings from any persons under the age of 18.
- b. We aim to provide a relaxed holiday environment and we make as few rules as possible. Those that do exist are for the benefit of all our guests and, therefore, we ask you to abide by them. We reserve the right to refuse acceptance or to terminate the visit of any person whose conduct is detrimental to our parks or the comfort of other guests. No refund shall be made. We do not knowingly allow any guest who: (i) has an entry on a criminal register (including the sex offenders' register); (ii) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (iii) is subject to a Risk of Sexual Harm Order or Child Abduction Notice. If this information is not disclosed either about yourself or a member of your party, and it later becomes known to us, we reserve the right to cancel your booking without refund.
- c. All bookings must have the customer address and multiple bookings cannot be made by one individual. It is essential that on each booking we have the individual names of people staying along with all car registration numbers relating to the booking together with a mobile phone number.
- Confirmations Always check your booking confirmation. Subject to clause 30, we are unable to accept responsibility for any misunderstandings or errors arising. Your confirmation is our understanding of your booking. Bookings and amendments can only be made in the name and address of the lead name on the booking.
- 3. **Information -** We aim to ensure that all brochure and website information is correct at the time of going to print, however (subject to clause 30) we cannot accept responsibility for any errors. Photographs are intended as a guide only and accommodation or facilities may vary from those shown as they are not identical. We close some facilities between 1 December and 28 February: please ask at the time of booking about any facilities which are important to you. We may also close facilities at any time for health and safety reasons: please see clause 20.
- 4. **Pricing** We reserve the right to alter or amend our published prices, so long as you are notified before booking. The price of your accommodation will be set out at the time we confirm your booking and this will not change unless you make any amendments to your holiday or tax rates change.
  - Prices are inclusive of VAT at the current rate and we reserve the right to change the pricing to reflect any change in the rate of VAT or if any new taxes, levies or duties are imposed on your holiday. Please claim any special offers or discounts at the time of booking. They cannot be applied retrospectively and do not work in conjunction with one another. All discounts and special offers are subject to availability, their own terms & conditions and can be withdrawn at any time.
- 5. **Deposits and Balance Payments** The following deposit and balance payments are required. If these are not adhered to, we reserve the right to cancel your booking.

For any bookings under £100.00, the full payment is required at the time of booking.

- a. Lodge, Caravan, Apartment & Bungalow Bookings A deposit of £100.00 per booking per week is required at the time of booking. The remaining balance is due 10 weeks before the arrival date. If it is less than 10 weeks until the arrival date, the full amount is required at the time of booking.
- b. Glamping Bookings A deposit of £100.00 per booking per week is required at the time of booking. The remaining balance is due 10 weeks before the arrival date. If it is less than 10 weeks until the arrival date, the full amount is required at the time of booking.
- c. Touring & Camping Bookings A deposit of £40.00 per booking per week is required at the time of booking. The remaining balance is due 10 weeks before arrival for Touring/Motorhome bookings and 28 days before arrival for Camping bookings. If it is less than 10 weeks / 28 days until the arrival date, the full amount is required at the time of booking.

A reminder email will be sent a week before the remaining balance is due. Please note we do not chase payments by phone. Outstanding balances can by paid <u>online</u> or by calling 01308 426940 (10am to 4pm).

6. **Amendments** – You may make changes to your booking 7 days or more before your arrival but this will incur an admin charge of £25 each time, plus any increase in the cost of the holiday.

No changes can be made to any booking less than 7 days before your arrival date.

7. **Cancellations and Refunds** – Your booking is a legally binding contract. In the event of cancellation or curtailment, we will retain any payments you have made to us until we establish whether you are intending to claim under your own insurance. If you do not have cancellation insurance, no refunds or credit notes will normally be issued; unless the park is full, and the holiday has been rebooked when there may be a refund less our administrative and financial costs.

If we exercise our rights in clauses 10,13 or 14 to end your booking early, then you will not be entitled to a refund.

If you decide to cut short your holiday for any reason including weather, there is no partial refund or credit note.

8. **Insurance** – We strongly recommend that you take advantage of a Holiday Insurance to cover your booking – please visit this website for our recommendation <a href="https://compass.co.uk/travel-insurance">https://compass.co.uk/travel-insurance</a>

# **During Your Holiday**

9. **Arrival & Departure** – Please read the email which will be sent to you a few days before your arrival date giving instructions on the arrival process.

Check in for Lodge, Caravan, Apartment, Bungalow and Glamping bookings is from 4:00pm on the day of your arrival. Check out is by 10:00am on the day of your departure.

Check in for Touring & Camping bookings is from 1:00pm on the day of your arrival and check out is by 11:00am on the day of your departure.

10. **Arrivals** - If you have not arrived and we have not heard from you by 9:00am on the day after your arrival date, we reserve the right to re-let the Holiday Home or Pitch. No refund will be payable unless the park is full and the holiday has been rebooked when there may be a refund less our administrative and financial costs.

- 11. **Early Check in & Late Check Outs** Please note we do not allow early check ins or late departures on any Holiday Accommodation. If the key is ready before the allocated check in time, we will contact you.
  - Late check outs are available on Touring & Camping bookings, during low and mid-season only (subject to availability), excluding bank holidays. A fee applies and this can only be booked the day before departure over the phone or in person at the Park Reception.
- 12. **Complaints** In the unlikely event that you have any cause for complaint or suggestion during your stay, please let a member of the Reception Team or Management know. Bringing your concerns to our attention during your stay gives us the opportunity to investigate and resolve any problem. As we can only use the evidence which is available to us when you tell us, your complaint may be prejudiced if you do not tell us until you depart. If you feel your reported matter has not been resolved during your stay and would like further feedback and discussion on the issue, please send an email to <a href="feedback@wdlh.co.uk">feedback@wdlh.co.uk</a>. We encourage you to do this within 7 days of leaving, if possible, to give us and you the best chance of a resolution.
- 13. **Behaviour** The co-operation of visitors will be expected in that they will not do, or allow to be done, anything which is detrimental to the quiet enjoyment or comfort of other people staying on the Parks.
  - If your behaviour is illegal, offensive, disruptive or inappropriate, then clause 31 applies. In some cases, you may be asked to leave immediately and no refund will be issued. You must comply with speed limits, parking and other traffic regulations whilst on Park. Please respect other people and keep noise to a minimum between 11pm and 8am.
- 14. **Smoking & Vaping** It is illegal to smoke or use e-cigarettes inside enclosed public buildings. Outdoor smoking areas are provided. You MUST also refrain from smoking or using e-cigarettes in any holiday accommodation, though we cannot guarantee that any accommodation has always been smoke-free.
  - If you are found to be smoking in public buildings or holiday accommodation, you may be charged a £100.00 cleaning fee. Again clause 31 applies and you may be asked to leave immediately and no refund for your holiday will be issued.

### **Hire Accommodation only**

### 15. Hire Accommodation

- a. Linen & Towels Linen is provided and made up on all beds in Lodges, Apartments and Bungalows. Caravan bookings are supplied with duvets and pillows. Bed Linen Packs are available to hire for an extra charge – please add at the time of booking. Alternatively, you are welcome to bring your own. Please bring your own towels and tea towels. Towels and tea towels are included only with Lodge, Apartment and Bungalow bookings and these are for use within the accommodation and should not be taken outside the holiday home. Please bring your own towels for beach and swimming pool use.
- b. **Dogs** There is a maximum of 2 dogs per booking and they are only allowed in the designated dog friendly Lodges, Caravans and Bungalows and are not allowed on the furniture or soft furnishings. Charges apply per week or short break. Dog beds are provided in Lodges.
  - We make no charge for guide / assistance dogs and they do not count against the limits on dog numbers. We may ask you for reasonable evidence of your dog's status, such as your Assistance

Dogs ID Book. If you take a pet into Hire Accommodation that is not allocated as dog friendly, you will be required to pay an additional fee of £80.00 for the deep cleaning of the accommodation and/or asked to find alternative accommodation for your pet.

- c. Cots and Highchairs Subject to availability, Cots and Highchairs can be hired at a charge of £15.00 per booking each and must be requested at the time of booking. Cot bedding is not supplied.
- d. **Extras** Swimming passes for unlimited use of Highlands End Leisure Club are complimentary for all Bungalow, Lodge and Apartment bookings at Highlands End and Golden Cap Holiday Parks. This includes use of the swimming pool, sauna & steam room (over 18s only) when available.
- e. **Cars** Most of our Hire Accommodation has one allocated parking space and there may be additional parking in the nearby car park. Please advise upon booking if you wish to bring more than one car or have any guests visiting during your stay when parking will be subject to availability.
- f. **Damages** You are held responsible for the contents of the Holiday Accommodation whilst it is in your possession. If you leave the accommodation in a messy or untidy state, you will be charged for the extra cleaning at an hourly rate of £40.00. All damages or losses are chargeable and should be reported to the Park Reception before your departure or you will be sent an invoice. Only 1 key is supplied per holiday accommodation and there is a £20.00 charge for lost keys.
- g. **Lost Property** For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after 1 month.
- h. **Number in your party** The total number in your party must not exceed the maximum capacity of the Holiday Accommodation, as advertised.
- i. **Refuse & Recycling** In all of our bin bays across the parks, you will find 3 types of bins recycling, glass and general waste. Please help us to achieve our recycling targets and use the appropriate bin in the event of general waste being placed in the recycling bin, the whole bin will be sent to landfill. Please see the signage at the bin bays for a list of what can be recycled.

## **Touring, Camping & Glamping only**

### 16. Touring, Camping & Glamping

- a. **How to Pitch** To comply with park licence, you must pitch according to the instructions provided in your pre-arrival information. This is also available to view online on the Bright Park Guest Area. We have a limited number of pitches for very large units the maximum size for each pitch type can be seen on our website before making a booking.
  - If you pitch incorrectly, you will be asked to move. Gazebos are permitted or not permitted at the park's discretion and in relation to forecasted weather conditions.
- b. **Allocation** Specific pitches at Highlands End, Golden Cap, Graston Copse and Sandyholme Holiday Parks cannot be reserved. If you wish to save a pitch for friends/family that are arriving on the same day and pitch type, you are welcome to park a car or put something on the pitch until they arrive. However, as pitches are selected upon arrival, this cannot be guaranteed.

- c. **Extras** Prices for Touring & Camping are based on 2 adults, 1 car and 1 unit. There are extra charges for additional adults, children, cars and dogs, which vary by season.
- d. **Weather** Subject to clause 29, WDLH accepts no responsibility for any damage to tents, awnings, and vehicles due to adverse weather conditions. Warnings of forecasted adverse weather will be available at the park reception and are sent out by email and/or text. Where possible we try to arrange alternative pitches / parks, but this cannot be guaranteed.
- e. **Linen** Duvets and pillows are provided in all glamping accommodation. Bed linen is not provided in any Glamping accommodation, but is available to hire for an extra charge please add at the time of booking. Alternatively, you are welcome to bring your own. Please bring your own towels and tea towels.
- f. **Dogs** There are allocated dog friendly Jurassic Escape Pods, Safari Tents, Bronze Pods, Silver Pods and Gold Pods. Jurassic Escape Pods and Safari Tents allow a maximum of 2 dogs, while Bronze, Silver and Gold Pods allow a maximum of 1 dog. Charges apply per week or short break.
  - Up to 2 dogs are welcome on Touring and Camping bookings. Charges apply per night.
  - If you take a pet into Glamping Accommodation that is not allocated as dog friendly, you will be required to pay an additional fee of £80.00 for the deep cleaning of the accommodation and/or asked to find alternative accommodation for your pet. For assistance dogs we have dog friendly accommodation and due to allergies it is important dogs are not taken into accommodation which are not dog friendly and a future customer could be adversely affected.
- g. **Lost Property** For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after 1 month.
- h. **Refuse & Recycling** In all of our bin bays across the parks, you will find 3 types of bins recycling, glass and general waste. Please help us to achieve our recycling targets and use the appropriate bin in the event of general waste being placed in the recycling bin, the whole bin will be sent to landfill. Please see the signage at the bin bays for a list of what can be recycled.

### On the Parks

17. **Dogs** – Dogs must be always kept on leads while on the Parks, except for in the enclosed dog exercising meadows at Highlands End, Graston Copse, Eype Beach and Sandyholme Holiday Parks. The dog exercising meadow at Golden Cap is flanked by the River Winniford and so is not enclosed. Please check the Dorset Council website for a list of dog restrictions on local beaches.

Dogs must **not** be left unattended at any times on the parks or in cars / holiday accommodation. All dog fouling must be cleared up and bins are provided around the parks for this purpose. Subject to clause 27, no liability can be accepted for damage or injury caused by them. We do not allow any dangerous breeds as per the Dangerous Dog Act 1991. No other pets are permitted, unless agreed at the time of booking. Nothing in these Terms and Conditions are intended to prevent an assistance dog being allowed on the park.

### 18. Vehicles & Electric Vehicles

a. The Parks have a speed limit of 10mph, which is strictly enforced. Traffic movements are restricted after 11:00pm to minimise disturbance on the Parks. We do not permit the use of any non-road

legal motorised vehicles e.g., mini scooters, quad bikes etc. All vehicles on the Parks must be taxed, insured and have passed MOT regulations. All motoring laws which apply to the highway, also apply on the Parks. Please take care and do not drive on the grass during wet weather or the winter period.

b. Electric cars **MUST NOT** be charged on touring hook-ups or from Holiday Homes. The infrastructure is not designed for this purpose, and you will trip the electricity on your pitches and your neighbours. The price for electricity supplied to pitches and holiday homes does **NOT** cover the charging of cars.

There will be a charge of £25.00 to reset a supply which has been tripped by an electric car.

- c. Electric charging points (fees apply) are available at Highlands End, Golden Cap, Graston Copse, Larkfield and Sandyholme Holiday Park. Guests staying at Eype Beach Holiday Park are able to use the charging points at Highlands End. Find out more here.
- d. Some of the parks have standard barriers or ANPR barriers to access the park. Where ANPR barriers are used, please come to a slow stop and wait for the barrier to recognise your number plate and open. Please do not tailgate other vehicles and go through one at a time.
- 19. **Wi-Fi** Wifi is available on all of our Holiday Parks. The Wi-Fi is very restricted due to our rural location and is not for streaming. The service may not be the same as you are used to at home.
  - Wifi is complimentary with some accommodation types. If your accommodation does not include complimentary Wi-Fi, please ensure you can view the login page before purchasing it through your device or from your Park Reception. This service is only refundable for any full day on which the Park's Wi-Fi service is not accessible by any users on the Park.
- 20. **Facilities** The price you pay us is for the holiday accommodation or pitch and does not include any services on the park. Facilities are available at Highlands End which involve an additional payment. The health and safety of you, other customers and our team are a priority.

A facility will only be available if both the law and our own health and safety risk assessments confirm we can open them safely. You will be staying in the accommodation or on the pitch you have booked and we have not promised that these amenities will be open; you will not be entitled to receive any compensation or cancel your holiday if they are closed.

Subject to this, facilities are normally open from when the park opens fully at the beginning of March to the end of November, but opening times may be restricted outside of these dates.

- a. **Retail outlets** anyone who appears to be under 25 years old will be asked to provide photographic identification in our retail outlets if necessary. We only accept passports and photo driving licence as forms of ID. Parents and guardians are responsible for ensuring that anyone under their care under the age of 18, does not consume alcohol on the park.
- b. **Highlands End Leisure Club** The Leisure Club is open to holidaymakers staying at any WDLH Park. Other than holidaymakers staying in Bungalows, Lodges or Apartments at Highlands End and Golden Cap Holiday Parks, there are extra charges for use of the Leisure Club.

The Leisure Club rules must be adhered to, which can be viewed at the Leisure Club Reception. The sauna and steam rooms can be used by over 18s only and a parent/guardian permission form (available at the Leisure Club Reception), must be filled out to allow 15- to 17-year-olds to swim

without supervision.

Children under the age of 15 must be supervised by an adult swimmer but please note there is no spectator area, and 1 adult can supervise up to 3 children. There is no nominated lifeguard on duty and the adult is responsible for the children. Please see the opening times for the adult-only swim times.

c. **Martin's Bar & Restaurant** – Rooms within the Bar & Restaurant are sometimes reserved for private functions. The management reserves the right to suspend or change the opening times and entertainment without prior notice.

The outdoor play area is for children aged 5 to 14. The Little Fire Station Soft Play is for children aged 6 or under, who must also be under 130cm tall. Charges apply and the rules can be found at Martin's Bar & Restaurant. Only alcohol and food purchased in the Bar & Restaurant can be consumed in the building and patio area.

21. **Fires, BBQs & Generators** – Wood burners using smokeless fuel only are allowed and this fuel is available to purchase in the park shops. There is strictly no fire pits or open fire on any of our Parks.

Disposable BBQs must be raised off the ground and holiday accommodation decking using bricks / slabs, which are available on the Parks and safely located in accordance with any instructions we give you.

The use of fireworks and lanterns on the Parks is strictly forbidden. Sorry we do not allow any generators on the park, due to the fire risk and noise disturbance for other quests.

22. **Electric Scooters** – Our policy on E-Scooters is that they are <u>not</u> permitted to be used on the parks. It is against the law to ride an e-scooter on any public land or private land without permission. Our Policy will be updated as further government and Police advice is provided. Users of an E-Scooter on the park will be asked to stop immediately in the interest of public safety and any misuse may be reported to the Police.

## **Further Information**

- 23. Safety Please ensure you read the <u>safety advice</u> about the West Dorset coastline. Please note that for your security, CCTV operates on the Parks at key locations, and we operate a privacy policy Clause 34 below. Parents/guardians must ensure that children using bicycles, scooters, skateboards, roller skates and/or other similar equipment must always wear a helmet and not use the equipment in prohibited areas.
- 24. **Photography & filming** Other than members of our team, the use of drones on our Parks is not permitted, in accordance with the Drone Code, issued by the Civil Aviation Authority. Drones must not take off or land on land owned by West Dorset Leisure Holidays and must not be flown within 50 metres of people, vehicles or buildings (5 metres for drones under 250 grams).

We regularly take photographs and videos for promotional purposes and we occasionally receive requests from third parties to film on the park. Should you not wish to appear in any material, please pay attention to the notices on display when pictures are being taken and our team will also obtain prior consent of the parents and guardians if children could potentially be in the images.

Whilst we cannot guarantee to avoid taking photographs at particular times or in particular places (subject to clause 24), it is also helpful to let the Park Reception know that you prefer not to appear in any material.

**Limitations** - Photography in the children's play areas, Highlands End Leisure Club and the Little Fire Station Soft Play is prohibited.

- 25. **Customer Access** If you require assistance, please do not hesitate to contact a member of staff at any time. For your benefit, we have customer assistance packs at all Park Receptions, as well as in Martin's Bar & Restaurant and Highlands End Leisure Club. These contain useful items to assist you, such as large print menus, pen, paper and magnifying glasses.
  - Our <u>Access Statement</u> is also available on our website. Some Holiday Accommodation may be more suitable for those with disabilities for more information see clause 34 or please speak to our Bookings Team on 01308 426947.
- 26. **Guests with disabilities** We have facilities to suit a range of access needs. If you have a disability or are travelling with someone who does, please discuss your requirements with the booking team and we will do our best to help you.
  - Guide dogs are allowed in our dog friendly glamping accommodation and holiday homes and in all areas of our parks.
- 27. **Food allergies** All our team members dealing with food and beverages are trained in food allergen awareness. If you have a food allergy or special dietary requirement, please talk to our team members before ordering your food to enable us to give you guidance to enable you to make a decision about whether it suits you.
- 28. **Site Licence** You must observe the conditions of the Site Licence, a copy of which is available in every Park Reception.
- 29. **Exclusions** Neither WDLH nor any employee servant or agent shall be liable for any loss of, or loss or damage to any property including tents, awnings, motor vehicles and motorcycles or the like or any death, injury, loss or other damage, directly or indirectly sustained by or occasioned to any person, unless caused by our negligence.
- 30. **Negligence** No clause in this contract shall limit our liability for damage or loss caused by our negligence.
- 31. **Liability** We shall not be liable to you for any Force Majeure Event. For every day on which a Force Majeure Event means you are unable to stay with us we may choose to either give you a pro rata refund or allow you to book another day's holiday with us without charge.
- 32. **Force Majeure Events** A Force Majeure Event means any circumstance affecting our business which is not within our reasonable control including, without limitation:
  - (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) collapse of buildings, fire, explosion or accident; storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics or pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, disease and pandemics, government closure, and unavoidable technical problems with transport.

- (c) non-performance by suppliers or subcontractors;
- (d) interruption or failure of utility service.

In the event of adverse weather, your booking will only be refunded if your chosen park is closed in the interests of health and safety.

If you cannot travel on the day to your chosen park due to adverse weather, we will do our best to move your booking to an alternative date and/or different park, but refunds will not be provided. We recommend taking out appropriate insurance.

- 33. **Termination** If you commit a material breach of these Terms & Conditions, which is not capable of remedy, then we may cancel your booking on such notice, if any, as is reasonable. A material breach of the quiet enjoyment or comfort of other people staying on the Parks is one example of such a case. If you commit any other breach of these Terms & Conditions which is capable of remedy then we may give you a written notice to remedy the breach within such time as is reasonable in the circumstances. If you fail to do so, we may then cancel your booking on such notice, if any, as is reasonable.
- 34. **Privacy** For details of what data we hold and how we hold it, see our Privacy Policy on our website www.wdlh.co.uk/privacy
- 35. **Interpretation** "WDLH" is short for West Dorset Leisure Holidays, the trading name for West Dorset Leisure Holidays Limited, Highlands End Farm Caravan Park Ltd, Graston Copse Holiday Park Ltd, Sandyholme Holiday Park Ltd, Eype House Holiday Park Ltd and any associated companies.