

## [Newberry Valley Park Trading Terms & Conditions](#)

### **Introduction**

Newberry Valley Touring & Camping Park is a family park catering for touring caravans, trailer tents, tents, campervans and motor caravans. There is also a cottage for hire as a self-catering unit. Our guests' enjoyment and safety is paramount and therefore we ask you to read the following Terms and Conditions before making your booking.

We reserve the right to ask guests who contravene these terms and conditions or, who in any other way are behaving in a manner likely to cause distress or nuisance to other visitors, to leave the park immediately. In these circumstances the holiday ceases and we shall not be liable for any extra costs incurred by you.

### **Booking Conditions**

**All bookings are accepted on the basis that you, the customer, agree to these terms and conditions.** We also reserve the right to refuse any booking.

Bookings can be made in the following ways:

- By telephone on 01271 882334 using a credit/debit card
- Use the Booking Form available online and pay by cheque (payable to Newberry Valley Park), postal order, or with a credit/debit card.

The person who signs the Booking Form or who makes the booking over the phone is responsible for the booking and warrants that they are over 18 years of age and that the party will not exceed the numbers stated on the booking form.

### **The Contract**

This contract is with Martin & Dawn Fletcher. A contract exists as soon as we receive an initial booking payment. Our standard procedure is to then issue a confirmation either by post or e-mail and you should please check this carefully to see that it reflects your wishes. Please inform us of any discrepancy within 7 days.

If your holiday is due to start within 14 days of booking, a confirmation document may not be sent.

The terms contained in this contract do not affect your statutory rights.

A deposit must be paid at the time of booking. **This payment, which is treated as part payment of your holiday, is neither transferable nor refundable.**

#### **For touring and camping holidays:**

- The required deposit is £50 per week or part week
- The balance of the price of your holiday must be paid at least **28 days** before the start date (no reminder will be sent to you).

#### **For self-catering holidays:**

- The required deposit is 25% of the total booking charge
- The balance of the price of your holiday must be paid at least **2 months** before the start date (no reminder will be sent to you).

**If the balance is not paid in time then we are entitled to cancel the holiday and retain your deposit.**

### **Cancellation of the Holiday by you**

**We regret that in the event of cancellation, no refunds are made,** except under the terms of the cancellation plan (see below). We therefore cannot emphasise too strongly the wisdom of taking up this plan.

## CANCELLATION PLAN

### **For touring and camping holidays:**

A £1.20 per night premium is payable in addition to the Deposit Payment.

### **For self-catering holidays:**

A £20 premium is payable in addition to the Deposit Payment.

We guarantee that this payment protects you up to and including the day before your holiday commences against loss of monies already paid (excluding cancellation plan premium) due to

- Redundancy
- Jury service
- Serious accident or injury, illness or death

of any member of your party or close relation. Appropriate authoritative documents are required e.g. Doctor's note, Death Certificate, Redundancy Notice under the Payment Act. This supporting evidence should be sent to us by recorded delivery. An administration charge of £20 plus the cancellation premium will be deducted from the payment due back to you.

**Please note that this plan does not cover adverse weather conditions, mechanical breakdown or accident. Claims outside the specified reasons for cancellation cannot be entertained.**

### **Change or Cancellation of the Holiday by us**

If we are unable to provide the booked holiday and have had to cancel before the holiday is due to start, you are entitled to a full refund of the money you have paid. In circumstances beyond our control, or in the event of serious breakdown of services, other emergencies or withdrawal of your pitch from service, we reserve the right to offer you the opportunity to change the date booked, offer an alternative pitch if available or cancel and receive a full refund. No claims for compensation in respect of the above events can be accepted.

### **Holiday Behaviour Standards and Termination**

By making a booking with us you have entered a contract in which you undertake, on behalf of yourself and the people in your party (including children), to adopt the following standards of behaviour:

- To act in a courteous and considerate manner towards us, our staff and other guests.
- To supervise children properly so that they are not a nuisance or danger to themselves or others.
- You further agree that you will not:
  - Commit any criminal offence at the Park or undertake any criminal activity
  - Commit any acts of vandalism or nuisance
  - Keep or carry any firearm or any other weapon at the Park
  - Use any unlawful drugs
  - Create any undue noise or disturbance
  - Carry on any trade or business while on the Park.

Quiet hours are from 10.30pm until 7.00am. Please respect your fellow guests and keep noise to an absolute minimum. We reserve the right to refuse admission to the park and all facilities, to refuse any booking or terminate any holiday, or to remove any persons and property that in our opinion are not suitable to use the park.

### **Health and Safety**

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

- The speed limit on the park is 5 mph.
- All vehicles must conform to the Road Traffic Act and have current tax, MOT and insurance.
- Guests are not allowed to bring lorries or other commercial vehicles on to the park.

- No recreational vehicles can be used on the park. This includes motorised scooters.
- No mechanical or repair work is to be undertaken on the park.
- Only 1 vehicle can be parked next to the pitch. All other vehicles including boats must be parked in the main parking area.
- Please make yourself aware of the nearest fire point.

Our full Health and Safety Policy and Emergency Action Plan are available for inspection in Reception.

### **Dogs and other pets**

If you bring your dog with you when you stay with us we ask that you:

- Keep the dog on a short lead on the park at all times
- Use the designated exercise area
- Clean up after your dog
- Do not leave your dog unattended at any time

We reserve the right to require that the owner remove their dog, or any other pet, from the park if it is a nuisance or danger to other guests.

### **General**

Open fires and ground level barbeques are not permitted. The use of generators is not permitted.

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.

Please note that should you wish to extend your stay beyond the booked dates there is no guarantee that the same pitch will be available.

**It is regretted that no refunds can be given if guests depart prior to the end of the booked holiday**, unless they do so as the result of the breach of some obligation on our part, which would justify cancelling the holiday.

During winter, low and mid seasons some facilities may not be open due to lack of demand and weather conditions, therefore we advise you to check what is open before booking.

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.

The prices listed include VAT.

### **Pitches**

The size of your unit, including any tents and gazebos, must be stipulated at the time of booking to ensure that the allocated pitch is large enough. Should you subsequently alter your requirements we cannot guarantee to provide an appropriately sized pitch.

Please advise us if you are likely to arrive later than 5.00pm. **If we have not heard from you within 24 hours of your expected arrival we reserve the right to re-let your pitch.**

All pitches must be vacated by 10am on the day of your departure otherwise an additional night's pitch fee may be charged. You are requested not to arrive before 12 noon. Latest arrival time is

- 9pm during peak season
- 7pm in mid season
- 5pm in low seasons

Every endeavour will be made to allocate guests the pitch of their choice, however, it must be clearly understood that acceptance of a booking is not conditional on the allocation of a particular pitch.

Your pitch number and directions to it will be confirmed on arrival. If you are in any doubt whether you are on the right pitch please check with a member of staff. Any guest on the wrong pitch may be required to move.

### **Complaints**

If you have a complaint about anything during your holiday please raise it with a member of our staff immediately. If you wish to pursue it following your departure please write to us within 28 days of your departure. However we do suggest that you try and complete a report about the complaint while you are on holiday.

### **Access Statement and Policy.**

We seek to provide the very best service to all our guests and have a specially prepared access statement available which describes the facilities we have to offer on the park. This includes a copy of our Terms and Conditions and a Booking Form, both in large print. If you would like a copy, or wish to discuss any other special needs, please make our booking staff aware.