



# Filey Caravan Primrose Valley Rentals

## Terms & Conditions

We believe that as our guest you should expect and receive a high standard of service from us and we aim to achieve this by asking you the guest to treat the caravan with care and attention and leave it clean and tidy at the end of your stay. This helps us keep our rental costs low therefore saving you the customer money.

**Booking.** Always complete and return the booking form. This confirms that you accept all the following terms for staying in our caravan. It is recommended you phone us first to make a short term reservation to avoid disappointment. Once the Initial Payment has been made & a Holiday Confirmation has been issued by us, a legally binding contract shall exist between you & the Owner pursuant to which the Owner will make the Property available for the period set out in the Booking to make a Booking

When you have selected your Property/dates, you can secure your Booking by paying online via PayPal (you do not need a PayPal account to use this facility).

Non Payment of the final balance when it becomes due will constitute cancellation of the holiday & forfeiture of the deposit payment.

Alternatively ring - 07724057217 to check availability, we can then hold this provisionally for 5 days for you to complete the Booking & make payment.

You must be over 21 years of age at the time of making your Booking & as the principle hirer you will be responsible for your party members. NB No all-male/female parties allowed.

### Good Housekeeping Bond

All properties require a Bond of £100 to be paid upon receipt of the final balance & will be refunded within 21 days of your return provided there is no damage, theft or misrepresentation of your booking- provided- **The holiday makers- keep the Property, furniture, utensils, equipment, fixtures & fittings in or on the Property in the same state of repair & condition as at the commencement of the holiday & to ensure Property is left in the same state of order & cleanliness in which it was found. We reserve the right to levy an additional charge for any extra cleaning & for any consequential loss & will be deducted from your Bond.**

### Electrical Appliances

In the event an appliance breaks down please inform us(Management team and not Haven) immediately and it will be repaired as soon as possible. We will not pay compensation in such circumstances.

### Force Majeure

Compensation payments will not apply where we cannot fulfil our obligations to our owners due to circumstances beyond our control. This would mean any event we or the owner cannot foresee with all due care, eg riots, war or threat of war, terrorist activity, civil strife, natural or nuclear disaster, industrial dispute, adverse weather conditions, fire epidemic or health risk & similar factors beyond our control.

### No smoking policy applies to our property

### Complaints

Any difficulties you have must be reported to us straight away, as they cannot be rectified after your holiday. If you return home before telling anyone of your difficulties & your claim doesn't involve personal injury/death then we cannot accept any liability.

## Arrival and Departure.

Keys: You will be contacted a week or two before your stay about obtaining the keys. A detailed explanation is usually mailed out. It is the bookers responsibility to ensure that someone is available to receive the keys on arrival.

Keys will be either available from a key safe located at the Property, details will be given upon receipt of the final payment, or if a 'Meet & greet' has been arranged, the keys will be handed over at this time. Please ring - 30 minutes prior to your arrival, so that we can arrange a person to meet you. If for any reason you are delayed please inform us as soon as possible, so that alternative arrangement can be made. We will then show you into your accommodation.

Lost or delayed keys will be charged for at £20 per set.

Arrival time: This will be 3:00pm or after on the date shown on the booking form (always Saturday unless special arrangements have been made).

Departure time: This must be to be no later than 10:00am (always Saturday unless special arrangements have been made).

**Payment.** All we need to hold your required dates, is a £50 deposit for each week if booked direct with us payment can be paid using PayPal on our website, no account needed. If the sale has been made through ebay or similar, then the full payment is due on completion of the sale. Any outstanding balance can be paid anytime up to 8 weeks before the commencement of the holiday. After this period, your reservation will be cancelled and the holiday week(s) re-let. See also 'Cancellation' below. Non Payment of the final balance when it becomes due will constitute cancellation of the holiday & forfeiture of the deposit payment.

**Accommodation.** The accommodation may only be used by the persons listed on the booking form (maximum 6 people), which must be signed by the hirer, who will be responsible for the entire party. Being a family park, we only accept bookings from family groups or responsible adults over the age of 25 years old. We do not accept bookings from young singles or all-male/all-female parties or parties under 18years old. This is the policy of the Haven park and the rules must be adhered to at all times.

For reasons of hygiene and the comfort of other guests, we would ask that you do not smoke in the caravan. Smoking is permitted outside the van, but we ask you clear up cigarette butts and take extra care if smoking on the patio.

Bedding is provided - (except top sheets which you must bring or hire on-site, maximum 2 double and 2 single), towels and soaps are not provided. A travel Cot is available, but please bring your own baby's bedding.

The accommodation must be left clean and tidy. Any breakages, damages or theft of furniture, fittings, and inventory or to the accommodation must be paid for by the hirer. It is important that you check for any damage and report it to our representative immediately after your arrival. Failure to do so will render you liable to cover the cost of repairs or replacements.

## Pets and animals are not allowed in the caravan.

**Behaviour.** If, in the opinion of ourselves, our representative, or the park manager, any party is guilty of conduct prejudicial to the well-being of others, we or the park manager may re-take possession of the accommodation, and you will be asked to vacate the accommodation immediately. In this event, you will not be entitled to any form of compensation or refund.

**Cancellation.** If you have to cancel your holiday you must telephone us in the first instance and also NOTIFY US IN WRITING.

Number of days in advance of holiday start date cancellation charges are payable	Cancellation charge
56 days or more	Deposit

55-43 days	30% of total holiday cost
42-29 days	50% of total holiday cost
28-8 days	90% of total holiday cost
7 or less days	100% of total holiday cost

Should the accommodation booked become unavailable due to circumstances beyond our control, a full refund will be given, although you will not be entitled to any further compensation. Any refund payment will not be made until the end of the following month after the cancellation date - i.e. cancel in May, refund given no later than the end of June.

**Liability and Insurance.** We DO NOT accept liability for injury, loss or damage, suffered by you or any member of your party.

We strongly recommend that you take out Holiday Insurance to cover accidents, losses, cancellations etc. These policies are available quite cheaply from most insurance companies.

## PLANNING YOUR HOLIDAY

**Arrival and departure times** Our accommodation is available from 3.00pm, please check the key collection time on your booking confirmation. We ask that you vacate your accommodation by 10.00am on your day of departure. Please leave your caravan clean and ready for incoming guests.

**Early arrivals** Guests arriving early are welcome to check in and enjoy the Park facilities until their accommodation is ready.

**Late arrivals (after 6.00pm)** If you expect to arrive after 6.00pm please let the management team know in advance to arrange key collection and so we can make arrangements for you.

**Non-arrival** Unless we are previously notified, accommodation unclaimed by 10.00am on the day following your holiday start date will be treated as a cancelled booking.

**Satellite Navigation Systems** Please double check the postcode you enter for the park of your choice and be aware that not all Sat Navs work in the same way. Please, therefore, use the Sat Navs in conjunction with the directions to the park of your choice shown online at [www.haven.com](http://www.haven.com).

## ALL YOU NEED TO BRING

**Self-Catering** All cooking items, crockery and cutlery are provided. Bed linen is provided (we do not provide top sheets or bedding for the travel cot). Don't forget to bring washing up items, towels, toilet rolls and toiletries. Food is not supplied.

**We do provide a complimentary WELCOME PACK-** so no mad panic to have to rush out for tea or coffee!.

## SPECIAL REQUIREMENTS

If you have any special requests regarding your holiday accommodation, please advise us when making your booking and confirm your request in writing. Please include a telephone number in case of any query. We will endeavour to meet your requests, but we regret that special requests cannot be made a condition of your booking as they are always subject to availability.

## CHILDREN

**Cots and highchairs** are available. Cots used in our caravan holiday home need to be located in the living area, please note that only one cot can be accommodated in our caravan holiday home lounge area if the pull-out bed is being used. You will need to bring your own cot linen. We provide a drop down cot bed rail. Highchairs are available in the restaurants.

**Children's Clubs and activities** The park provides a range of kids' clubs and special indoor and outdoor facilities for children. We recommend you reserve a place at the kids' clubs and for some activities on arrival at the park, as places are limited.

**Parental responsibility and supervision** Children remain the responsibility of their parents or guardians at all times, their presence being required throughout the above kids' clubs and activities, which are not child care or child minding services. It is important that parents always know where their children are and the times activities start and finish.

**Obeying Instructions and Safety** Please ensure your children understand that they should always obey the instructions of the FunStars, T-Co Zone leaders, Sports Instructors/Co-ordinators and Lifeguards, to ensure proper control and safety.

## PETS

**We do not allow any pets.**

## MAKING THE MOST OF YOUR HOLIDAY

**Care of facilities** Please treat your holiday accommodation and the park facilities with care so that others may continue to enjoy them. We ask that you report any accidental damage to the management team immediately, so that we can make a repair or replacement. **Accommodation is inspected at the end of every stay and any loss or damage may be charged for.** We reserve the right to enter accommodation under exceptional circumstances, or for emergencies.

**Ball games** For the comfort of all our guests these are not permitted in the areas between and around accommodation.

**Caravan holiday home occupation** Occupation of accommodation and use of facilities is strictly limited to those named on the booking. If this legal requirement is not met, the booking will be terminated and you will be asked to leave, with no refund available.

**Unacceptable behaviour** We reserve the right to terminate a holiday without compensation, where unreasonable or anti-social behaviour caused by those persons named on the booking or their guests impairs the enjoyment, comfort or health of other guests.

**Infectious or contagious diseases** Guests must inform the Management team of the occurrence of any such illnesses during their stay that may affect other guests. For the protection of guests and employees, anyone found to have such a condition may be confined, or requested to leave. We strongly recommend all guests take out personal insurance, as in such circumstances refunds are not available.

## MOTOR VEHICLES

**We will only accept on park an appropriate amount of vehicles** relating to the occupancy of the accommodation No motorcycles, quad bikes, scooters or other such vehicles are allowed on

the park without the express written permission of the park General Manager. It is important to check with the park General Manager, as some of the parks do not accept the above and/or their use may be restricted.

**Large vehicles** Due to limited parking space on some parks please check with the park before booking if you are planning to bring a van or a large commercial vehicle.

## **YOUR BOOKING**

**Your total holiday cost** The price we quote is the price you pay for that applicable week available. The price does not include the FunWorks entertainment passes element, these can be purchased separately from the parks reception on arrival at the park. Add to this Holiday Protection Plan, Personal Insurance and Car Breakdown cover ( we do not provide insurance cover- this you will need to be provided yourself), to arrive at your total holiday cost.

**Price guarantee** We guarantee that once you have paid the appropriate deposit we will not change your holiday price unless you make a change to your booking. We reserve the right to amend the VAT element of prices in the event of a change to the rate of VAT.

**Paying the holiday balance** Deposits are deducted from the full amount, leaving a balance payable 8 weeks before the start of the holiday. Balance payment may be required earlier than 8 weeks before the start of the holiday depending on the discount applied to the holiday. This date is clearly shown on your holiday confirmation and **balance reminders will not be sent**. Bookings made within 8 weeks of the holiday start date are payable in full. We cannot accept cheques within 4 weeks of your holiday start date. If the payment is not received by the due date, the holiday will be treated as a cancellation and any monies already paid will be forfeit.

**Your final confirmation** Please keep your final confirmation safe as this must be presented on arrival.

**Price Promise** We guarantee the price of your holiday

**Holiday payment and Holiday Protection Plan** Payment can be made in full or by deposit to secure your holiday booking. We strongly recommend that you take out Holiday Protection insurance or a plan giving comparable cover which covers you and your holiday party if you need to cancel your holiday. Any cancellation should be notified in writing to us.

**Special and promotional offers** **All offers are subject to availability at the time of booking and to specific offer terms and conditions and may be withdrawn at any time.** These offers only apply to the promotional period stated and cannot normally be combined with any other offer.

**Self-catering special offers** All offers are subject to promotional rate availability and can be withdrawn or reduced at any time without notice.

**Electoral Roll** Please note: All adults booked must appear on the Electoral Roll without exception. If you or your guests fail to provide this information, we reserve the right to terminate the contract without a refund..

**Errors** All prices and offers are subject to change and errors subject to correction. If we discover an error in the pricing of the holiday you have booked, we will tell you and ask whether you wish to continue with the booking or cancel it (free of cancellation fees).

## **PARK FACILITIES**

**Fun Works entertainment passes** The Fun Works entertainment passes are not included in the holiday price, however these can be purchased from the main reception, allowing access to and use of the swimming pools, kids' clubs, leisure and entertainment facilities at the park at which you have purchased your holiday. This must be presented when requested. Passes can be collected at reception on arrival if prior purchase as taken place before your arrival date, and should be kept safe as there is a **charge for replacing lost passes** - please check at reception for details. The cost of these FunWorks entertainment passes is based on the capacity of your accommodation and the duration of your holiday, FunWorks entertainment passes are non-transferable and are date and park specific and only valid for the holiday duration you have booked. All holidaymakers' names are registered at the club on the park. To comply with Local Club Licensing Laws, all names and addresses must be registered a minimum of 48 hours in advance.

**Off-peak season availability of facilities** Parks with more than one evening entertainment venue may provide entertainment in one venue only at certain times of the year, for optimum enjoyment. During some of these periods, selected parks provide evening entertainment at weekends only, although the bars will be open during the week. Also, at selected parks, venue opening hours may be reduced.

**Extra charges** Your holiday cost includes the use of the majority of the main park venues and facilities and activities. Certain facilities and activities are subject to an additional cost or refundable booking deposit and some facilities may be restricted off peak. Guests are welcome to use their own sports equipment, or can hire equipment at the park for a nominal charge. Parks with fishing facilities require a rod licence and may require small additional charges.

**Health & Safety** The operation of the parks is subject to legislation and the guidelines laid down by the Health and Safety Executive and Local Authorities and their codes of practice. The park reserves the right to adjust its services in order to meet these standards. In extenuating circumstances sports activities or any facility may be withdrawn, due to maintenance, renovation, adverse weather conditions, changes in governmental legislation, or any other factor outside our control. The park reserves the right to make such changes without prior notice, and are unable to accept liability for the loss of an advertised facility, or to pay compensation for any inconvenience caused. Where possible, they will advise of any significant changes prior to booking and endeavour to advise guests already booked of any significant changes as they occur. Certain facilities have height, weight and/or age restrictions, and session bathing may occur in the indoor and outdoor pools at certain times - please check at the time of booking. Due to space considerations and licensing laws, some venues have age restrictions covering certain times.

**Situations beyond our control** We're unable to accept responsibility or pay compensation where we're unable to operate as planned due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances include the destruction of or damage to your accommodation that cannot be reasonably remedied to a satisfactory standard before the start of your holiday, caused by flood, fire, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond our control.

**Lost property** If you leave property in your accommodation after leaving, whilst we will endeavour to do everything we can to return the item, we cannot be held responsible for any loss or damage.

**TV's** Please note: The actual size of the TV is standard for your chosen accommodation.

**Prepaid Activity Pass** This is only available at the discounted rate if you purchase at least 3 working days prior to arrival on the park and is subject to availability. Most of the activities within the prepaid Activity Pass are suitable for children 8 years and upwards and adults. This is an extremely popular Haven product. So, whilst the park endeavour to deliver it to all of its customers, they are only able to offer both the discount on pre-arrival prices and availability of activities on park on a limited 'subject to availability' basis. This offer may be withdrawn by park

and/or arrival date should availability limits be met. Not all activities will be available at all parks and activities on offer are subject to change and are weather dependent. In the event of inclement weather an alternative will be offered. Each of the parks prepaid Activity Passes comes with 6 available stamp spaces which are exchanged for the activity of your choice when on holiday. The majority of activities will only require 1 stamp per person, per activity however some may require more than 1 stamp per person, per activity. The actual activities you wish to take part in need to be booked at the park on arrival. Please note that purchasing the prepaid Activity Pass does not guarantee your place on the activity, merely the discounted purchase. Please note that prepaid Activity Passes are non-refundable and prices are subject to change. Please go online for full details on the activities available as well as any restrictions and terms and conditions. If you wish to purchase a number of activities at once whilst on holiday, without using our prepaid Activity Pass, there may be a discount available. The amount of discount may vary due to demand.

**CCTV** Please note that Haven use CCTV cameras on their parks to ensure the safety of all guests.

## **OTHER INFORMATION**

**Website accuracy** Every care is taken to ensure that all information is accurate at the time of going to publication. Park photographs are taken at the parks, and are intended for guidance only. Due to operational circumstances, activities sometimes may be withdrawn. All maps shown are for representation only.

**Our self-catering Accommodation Guarantee** If, for whatever reason, on the day of arrival of your holiday you aren't satisfied with the standard of your accommodation in terms of cleanliness, condition or maintenance, we ask that you speak to the management team straight away to give them the opportunity to resolve any issues. In the unfortunate case that we're unable to resolve the problem to your satisfaction and as a result you advise us that you're leaving the park that day, we'll offer you a full refund of the price of your holiday without quibble.

**Whilst on Holiday** **Should you have a concern or problem with any aspect of your holiday whilst at the park, you must report this to our management team and not Haven Reception Team straightaway.** This provides us with the opportunity to rectify any issues you may have. Unfortunately any claim may be rejected if we have not been given the opportunity to investigate or to put matters right whilst you are at the park. If, however, you feel that a reported issue was not resolved to your satisfaction during your holiday, then please write to our Management team within 7 days of returning from your holiday. Any correspondence must be in writing from the lead guest on the booking and contain the signature of the lead guest due to the Data Protection Act 1998. Please write your holiday reference number on your letter and include your daytime and evening telephone numbers. On receipt of your letter, the Management Team will contact the park for a full report into your concerns in order to respond appropriately. We will endeavour to reply to you within 14 days of receipt of your letter.

**Any questions?** We aim to provide all the information you need on our website, but should you have any queries or special requirements please don't hesitate to call our Management team tel-

## **CONDITIONS OF BOOKING**

**The Holiday Contract** A contract between you and Filey Caravan Primrose Valley Rentals is made when any of the following "booking conditions" are met:

1. We accept your booking and deposit payment by issuing a written confirmation or
  2. When booking by telephone or online, we inform you that your booking is confirmed or
- The contract binds you and all the members of your party. It is your responsibility to ensure that all members of your party accept these terms and conditions of booking. Failure to disclose all

relevant information or comply with these terms may lead to termination of the contract, and loss of the booking.

**If you change your booking** Any changes which result in the holiday being cancelled within 8 weeks of the departure date may result in no refund being due. If you have purchased your own Holiday Protection insurance any refund will be subject to the rules of your insurer. If you have purchased your own holiday cover then please liaise with your provider.

**If you cancel your booking** Should you wish to cancel your holiday please call the Management Team immediately on - and they will advise you of the procedure.

<b>Number of days in advance of holiday start date cancellation charges are payable</b>	<b>Cancellation charge</b>
56 days or more	Deposit
55-43 days	30% of total holiday cost
42-29 days	50% of total holiday cost
28-8 days	90% of total holiday cost
7 or less days	100% of total holiday cost

In all cases the minimum cancellation charge is £50 per holiday home cancelled but varies dependent on the deposit amount paid at time of booking. Where repaid, payments made by credit/debit card will be repaid to the same card.

If you do not take out cover of your own **NO REFUND WILL BE GIVEN ON ANY MONIES PAID.**

**If we change or cancel your booking** As an experienced and responsible operator, our aim is to provide all the services, facilities and entertainment as described on our website. Should it be necessary for us to make any major changes to your booking, or in exceptional circumstances cancel your booking, we will endeavour to advise you, and provide the following options:

- a) full refund
- b) the option of changing your holiday date.

in the interest of your holiday enjoyment, we reserve the right to cancel your booking If your holiday is cancelled through non payment by yourselves then the above terms DO NOT apply. Please therefore ensure that you read those terms and conditions in relation to when payment must be received by Filey Caravan Primrose Valley Rentals.

**Limitation of Liability** We accept responsibility for those arrangements of your holiday which are within our control, but we cannot accept liability for any injury, loss or damage suffered by you or any other member of your party, unless one of the following applies:

- (1) there was wilful default by us, our employees or agents
- (2) death or personal injury was caused by the negligence of Filey Caravan Primrose Valley Rentals or 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 will pay compensation that is reasonable in all circumstances. However, our liability to you is limited to the total cost of the holiday amount paid as per your final holiday invoice from Filey Caravan Primrose Valley Rentals. Please notify any shortcomings or complaints to the Management team immediately, so that they can be remedied. Claims may be reduced or rejected if we have not been given the opportunity to put matters right or investigate your concerns. Please note: we cannot accept responsibility for any loss or damage caused to any other property when left unattended.

**If you cut your holiday short** we are not obliged to offer a refund.

## **GENERAL**

In these booking conditions 'you' and 'your' refers to the person who makes the booking; 'we', 'us' and 'our' refers to Filey Caravan Primrose Valley Rentals; 'holiday party' refers to those persons named on the booking and any person added at a later date; the 'park' means the holiday park you have chosen for your holiday. Please note that all points covered in the 'Holiday booking information' and 'How to book' sections of this 'Terms and Conditions' also form a part of these conditions of booking. All bookings are subject to these conditions of booking and to availability.

## **DATA PROTECTION POLICY STATEMENT**

Data Protection Act 1998. The Data Protection Act places obligations on users of personal information and lays down principles for its use. Information has to be processed fairly and lawfully, and you are entitled to know how we intend to use any information you provide.

Filey Caravan Primrose Valley Rentals will use the personal information that you provide to process your booking and provide you with your holiday. We may also need to pass your information to third party service providers such as insurance companies. We will only correspond with the lead customer on the booking or their travel agent in respect of your 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. Information about health to enable us to assist with any special needs will only be used for the specific purpose(s) for which you have provided it.

Where you have asked us to book any additional facilities on your behalf you should also refer to the agent/service provider's own data protection policy for details of how they will use your personal information.