

Terms of service

TERMS AND CONDITIONS – HIRING OF HOLIDAY ACCOMMODATION.

Please read these terms and conditions carefully before you submit your booking to us. These terms apply only to booking contracts made with us on-line or by phone.

These terms, together with your booking confirmation and the information provided on our website and in our brochure tells you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

In this Agreement “You” refers to the person(s) who makes the booking (lead name), “We” or “Us” refers to the owners of Coastdale Parks and “Park” refers to the individual park where you have made your booking. “Agreement” refers to the contract between us based on these terms and conditions, any other conditions referred to in our brochure and website, anything else we agree in writing and the terms of any promotional offers.

“Accommodation” means any holiday home used for hire purposes only. “Services” refers to the supply of utilities to a Holiday Home/Accommodation. “Amenities” means the park’s reception, playground and bar.

Who we are. We are Coastdale Parks, a trading name of Normanhurst Enterprises Limited, a company registered in England and Wales. Our company registration number is 01236157 and our registered office is at 9 Burscough Street, Ormskirk, Lancashire L39 2EG. Our registered VAT number is 156349253.

How to contact us. You can contact the individual park by using the telephone number listed on the website.

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

Nothing in this Agreement will reduce your rights relating to sub-standard or misdescribed services. For further information about your rights please contact your local authority Trading Standards Department or Citizens Advice Bureau (visit www.citizensadvice.org.uk or call 03454 04 05 06).

1. Postponement and cancellation

This clause explains when you, or we, may cancel or agree to postpone your holiday due to Government restrictions. We prefer that you postpone but will always allow you to cancel where the law gives you the right to do so.

The rights in this clause are additional to any other rights either of us may have in our terms and conditions and includes features such as toilet and shower block, launderette, shop, playground and the bar, where applicable.

- 1.1** We promise to keep all our customers safe. We ask you not to book if the law prevents you visiting or staying with us, or if Government guidance means that you should not visit or stay with us even if the law still allows you to. Our promise also means that there are limited circumstances in which we may need to cancel your holiday.
- 1.2** Either of us has the right to cancel your holiday, or any unused days, if the law prevents you from visiting or staying with us. If your holiday has not started, then we will refund your booking in full less any costs we have already incurred on your holiday which we cannot recover elsewhere (“Unavoidable Costs”). If your holiday has started, then we will refund in full any days unused when we cancel, again less any unavoidable Costs. We will not charge an administration fee.
- 1.3** Either of us also has the right to cancel your holiday, or any unused days, if Government guidance means that you should not visit or stay with us, even if the law still allows you to do so. If your holiday has not started, then we will refund your booking in full. If your holiday has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee and we will not charge any unavoidable costs.
- 1.4** An administration fee of 25.00 will apply to all cancellations over 84 days. A £25 administration fee is also applicable for amendments requested after booking, however, any minor amendments to the booking will not incur any charges. The administration fee is non-refundable.

2. Changes to our facilities and services

- 2.1** We may make reasonable changes to the facilities and services at the park provided these changes do not substantially reduce their quality. Our changes may reflect changes in relevant laws and regulatory requirements to implement minor technical adjustments and improvements, for example to address a health and safety risk. Please bear in mind that the availability and opening times of facilities may vary depending on the time of year.
- 2.2** If we make changes to the facilities and services at the park which substantially reduces their quality, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. If your holiday has not started and you decide to cancel, then we will refund your booking in full. If your holiday has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee, and we will not deduct any unavoidable costs. Please note that where the accommodation also includes use of a hot tub, this will not be available for use on the morning of departure. This is

due to the need to clean the facility prior to the arrival of the next guests - this will be done from 8.30am.

3. Our Contract

3.1 This agreement allows you to book one of our holiday homes for hire at the park (inclusive of services and amenities).

3.2 When you make a booking request, you are offering to hire one of our holiday homes, and you're agreeing to comply with the park's rules which may be amended from time to time, a current copy of which has been provided with this Agreement. We will notify you in writing to your current home address of any changes to the park rules (see also <https://www.coastdaleparks.co.uk/terms-of-service>).

3.3 The agreement between you and us starts:

3.3.1 if you are booking by phone, when we accept your deposit (*or full payment if you are booking less than 84 days before the start of your holiday*), along with payment by debit/credit card or cheque for the amount indicated to you (cheques should be made payable to the holiday park you book with), we will issue you with written confirmation;

3.3.2 if you book online, when the booking is confirmed by us in writing to you or by phone.

3.3.3 if you book in person at reception, your booking will be confirmed immediately.

3.4 In all cases, we will issue you with a booking confirmation stating the key information of the booking and a receipt for the payment made, as soon as practically possible. Please inform us of any discrepancy within 7 days, unless your holiday is to start within 14 days, in which case you should inform us within 24 hours.

3.5 The lead person making the booking accepts the contract on behalf of all members of their party and must be aged 18 or older and legally authorised to enter into the contract. The lead name is responsible for making sure that everyone understands and agrees all the terms of the contract. Please note that the total number of people in your party (including children over the age of 2) mustn't exceed the capacity of your holiday home - as stated on our website. We reserve the right to refuse to hand over a holiday home to you without refund or compensation, if the stated capacity of your holiday home is exceeded.

3.6 If you visit the park as a group and are unruly or anti – social, you will be asked to leave the park immediately and no refund given.

3.7 If you or any member of your party has any medical problem or disability that may affect your booking, do please tell us before you confirm your booking and give us full details in writing as early as possible so that we can try to accommodate your requirements. We do offer a limited number of holiday homes on level pitches, which also have full access to the park's reception and facilities.

3.8 If despite our best attempts we are unable to properly meet that person's particular needs, we will refund your money.

3.9 We have designed our holidays with families and couples in mind, so we do not accept bookings from groups of people under the age of 21, and for the same reason we don't permit stag or hen parties.

3.10 If we are unable to accept your booking, we will inform you of this in writing as soon as possible, refund any payment or deposit in full and not charge you for any services. If you decide to cancel your booking, please let us know your circumstances as soon as possible. Your cancellation is only effective from the date we receive written confirmation, which we will acknowledge. If you cancel 12 weeks or more prior to the intended holiday arrival date, your deposit will be refunded. If you cancel within 12 weeks of the intended arrival, and despite our best efforts we are unable to re-let the holiday home, the charges listed below will be applied to your booking.

Notice Received of Cancellation

(number of days before arrival date that we receive notice to cancel) - **Cancellation charge**

More than 84 days - Refund minus £25 administration fee.

56-84 days - Full deposit due

22-55 days - 50%

8-21 days - 75%

7 days or less - 100%

3.11 For the purpose of the table above, total booking cost means the total cost of the holiday booking, plus any extras that have been requested and charged for. Please note that we do NOT offer cancellation or curtailment insurance and you are strongly recommended to make your own arrangements if you require extra peace of mind.

3.12 We will refund any balance of money paid to you within 14 days of receipt of your cancellation by the same method of payment as you originally used.

3.13 If the performance of our accommodation or services at the park is affected by exceptional circumstances outside of our control (such as war, riot, civil strife, terrorist activity, industrial disputes, natural disaster, adverse weather conditions, epidemics, fire and other situations, actual or threatened), we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end this Agreement and receive a full refund for any services you have paid for but not received.

3.14 We may have to suspend accommodation or services at the park from time to time to enable us to:

3.14.1 Deal with technical problems or make minor technical changes.

3.14.2 Update our services to reflect changes in relevant laws and regulatory requirements.

3.14.3 Make changes as requested by you or notified by us to you.

3.15. If we need to suspend any services to the holiday home we will contact you in advance, unless the problem is urgent or an emergency. If we suspend the service for longer than 48 hours in any 14-day period, we will adjust the charge for the relevant service so that you do not pay for services while they are suspended. If we suspend the service for more than 7 consecutive days you may give us notice to terminate this Agreement (unless we have suspended a service in the circumstances described above, when you will have no right to terminate).

4. Making Changes

4.1 If you wish to make a change to the Agreement after you have signed it please contact us and we will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the holiday or pitch, its timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to continue with the change.

4.2 We may change the services we provide to you under the Agreement:

4.2.1 to reflect changes in relevant laws and regulatory requirements we are obliged to implement; and

4.2.2 to implement adjustments and improvements to the Park and the services we provide (and where at all possible these changes will not affect your use of the Park).

4.3 If we wish to make any significant changes to the Agreement we will notify you in writing and if you do not agree to the changes, you may contact us to end the Agreement and receive a pro rata refund of the total booking cost for the remainder of your intended stay, following termination.

5. Price and Payment

5.1 The price of the holiday covers the hire of holiday accommodation for the people specified on your booking confirmation, one (1) domestic vehicle, bed linen, services and amenities, at any one time, for the agreed duration.

5.2 Please note that any optional extras may be subject to additional charges to reflect your booking requirements.

5.3 The price of your accommodation includes VAT. If the rate of VAT changes between your booking date and the date for payment we may adjust the rate of VAT that you pay (unless you have already paid for any services in full before the change in the VAT rate takes effect).

5.4 You are solely responsible for arranging any insurance cover in respect of the cost of cancelled holidays with us.

5.5 You are also responsible for all damage or breakages caused by you and/or members of your party to the holiday home or its contents (including the cost of any work needed to put this right). This includes responsibility for paying for this damage. You may need to check and sign an inventory for the holiday accommodation and its contents upon arrival at the park. If you discover that anything is missing or damaged on arrival, please notify us immediately.

5.6 When you book, you should pay the deposit amount then due. The deposit payable is calculated as a % of the total booking cost.

Season - Deposit per booking (%)

The standard deposit required is 15%, with the minimum payment being £50.00.

5.6.1. The balance of your payment must be made 56 days before the start of your holiday. Details of the balance payable and the date by when it needs to be paid will be stated on your booking confirmation that we will send to you once you have made your booking with us. If you book your holiday less than 56 days before the start date, you must pay the full amount of your holiday at the time of booking.

5.6.2 A reminder will normally be sent to you one week before the commencement of the holiday, but the ultimate responsibility for timely payment is yours. If you fail to make payment by this date, we reserve the right to cancel, and no refunds will be made.

5.6.3 Occasionally, we have offers that give you the chance to book holiday homes with a deposit that is lower than usual. We will give you details of any extra terms that may apply to the offer before, or when, you make your booking. You should read these in conjunction with these booking conditions. If you cancel, you must also pay all cancellation charges that may apply (see section 1). We can also decide to extend any offer.

5.6.4 At the time of making the booking you agree to the terms and cannot request the application of any discount codes that have been released after the date of making the original booking nor can you cancel and receive a refund to then rebook with the discount.

6. Obligations

6.1 Our obligations under this Agreement are as follows:

6.1.1 to maintain public and products liability insurance for the Park to a minimum value of ten million pounds (£10m) per claim

6.1.2 to provide any agreed services and amenities using reasonable care and skill;

6.1.3 to charge for utilities only in accordance with legal requirements.

6.2 Your obligations under this Agreement are as follows:

6.2.1 to pay the price of the holiday and any other sums due under this agreement and within the timescale set out.

- 6.2.2** to tax and insure your motor vehicle as if the same were used on a public road;
- 6.2.3** to safely park your vehicle with due regard to the safety of other park users;
- 6.2.4** to comply with all conditions in our site licence (available on display in the reception) and the park rules in force from time to time (a current copy of the rules is attached to this Agreement) as well as any safety instructions we may give at the park
- 6.2.5** to vacate your holiday accommodation by the required time stated on your booking confirmation on or before the last day agreed for your stay
- 6.2.6** to observe all aspects of health & safety and to take extra care when using step ladders that are provided in any of our accommodation to access a bedroom area. We recommend that children under the age of 6 do not use such step ladders.

7. Payments

7.1 Any additional amounts due to us, for extras or otherwise, will be notified to you and additional invoices will be payable before you leave the site. Payments should be made in cash, or by debit or credit card.

7.2 Any payments not received in cleared funds within 7 days of their due date will incur interest from such date until payment at three percent (3%) per annum over the base rate. This shall not apply to any sums you do not pay because you dispute any part of a booking invoice (but interest will be payable from the seventh day following any agreement to pay undisputed sums).

7.3 It is always possible that, despite our best efforts, the fee for the particular services we provide to you may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct fee at your booking date is less than our stated fee, we will charge the lower amount (and if the correct fee at your date of booking is higher, we will contact you for your instructions before we accept your booking). If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

8. Statutory Rights

8.1. Nothing in these conditions will reduce your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

9. Data Protection

We will comply with applicable data protection legislation and from time to time will use the personal information you provide to us to process your payment for use of the holiday accommodation and process your payment.

9.1.2 if you agreed to this during the booking process, to inform you about similar products (but you may stop receiving these communications at any time by contacting us).

9.2 We will only give your personal information to third parties where the law either requires or allows us to do so or where you have expressly agreed to our doing so.

10. Ending the Agreement

10.1 This Agreement will expire when the duration of your agreed stay, as noted in your booking confirmation, is over. The Agreement may be terminated before that time in the following circumstances:

10.1.1 you have given us seven (7) days' notice where we have suspended services for an unreasonable period;

10.1.2 you have given us seven (7) days' notice where we have notified you of a change you do not agree to; or

10.1.3 either you or we have given notice to the other party to terminate the Agreement because the other party is in breach of its terms (and in the case of a breach which can be rectified that party has not complied with written notice to remedy the breach within the time reasonably requested).

10.2 Any notice of termination must be in writing, or by email to the individual park you made your booking.

10.3 If we end the Agreement because you are in breach of its terms, we will charge you for any costs we may incur as a result of ending the contract.

11. General

11.1 We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person with our written consent.

11.2 This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

11.3 Each of the clauses of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

11.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean we agree with your actions or prevent us from taking steps against you at a later date.

11.5 We aim to make sure that the information provided by us in this contract is presented accurately on our website, in brochures and other promotional literature or material we produce and provide. There may be small differences between the actual holiday homes and pitches and their description or dimensions. This is usually because we are always aiming to improve our accommodation, services and amenities. Please note that photographs of our holiday accommodation are illustrative only and furnishings, layout and decoration may vary. Occasionally, problems mean that some

amenities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practicable after we become aware of the situation. Where Wi-Fi is an advertised facility, please note that its provision is subject to availability & network conditions. It may not be available 24 hours. We will not accept any bookings if you are wholly reliant on the uninterrupted provision of Wi-Fi. Download limits and additional charges may apply, please check with the park when booking. We cannot accept responsibility for any changes or closures to local services or visitor attractions mentioned in the brochure or on our website, or elsewhere. We make all reasonable efforts to make sure that information we give you about your accommodation and its facilities or services, is accurate and complete on the date given.

11.6 If you want to complain about any aspect of our performance, we will want to have the opportunity to sort out your complaint as soon as possible. You are requested to take the matter up with the Park Manager in the first instance. If you are still unhappy, you are requested to email our Customer Services team at customercare@normanhurst.net and we will endeavour to reply to you within 7 days.

11.7 These terms are governed by English law. If a dispute arises that we cannot resolve informally you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the British Holiday & Home Parks Association via their website at www.bhhpa.org. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without having to go to court. You can also choose to bring legal proceedings in respect of any dispute related to this Agreement in the English or Welsh courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish, English or Welsh courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish, English or Welsh courts.