

## Booking Terms and Conditions

May 2021

Please read these conditions carefully. In making a booking you warrant that you, the lead name of the party, 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. As the lead name of the party, it is your responsibility to ensure that all members of your party are aware of these terms and conditions. We may need to update these terms and conditions. You can find the latest version online at [www.verdantleisure.co.uk](http://www.verdantleisure.co.uk).

### Terms

1. Your contract will be with "the Company", Verdant Leisure Limited (Co. Reg. No. 02548086), 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 or per short break for the accommodation or pitch, as equipped and described.
2. Check in for Lodge accommodation, Platinum Caravans and Deluxe Caravans starts from 3pm. Superior Caravan, Camping Pod and Glamping Pod check in starts from 4pm. Check in for all accommodation at Erigmore Leisure Park starts from 3pm. We ask that you vacate your accommodation including Camping Pods and Glamping Pods by 10.00am or Touring Pitch by 12noon on your day of departure. You are welcome to arrive before check-in and enjoy the park facilities until your accommodation or pitch is ready. Check in is at Reception and key collection is required. If you expect to arrive after 6.00pm, please contact us to arrange key collection. For non-arrivals, unless the Park is previously notified, when the accommodation or a pitch is unclaimed by 8.00am on the day following your holiday start date, this will be treated as a cancelled booking and the accommodation or pitch 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.
3. 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 pets etc. If we have undercharged you due to a genuine and honest mistake on our part, we will contact you to cancel your booking and offer you a full refund, or give you the option to pay the full price. If we have overcharged you due to a genuine and honest mistake on our part, we will contact you and issue a refund of the overcharged amount.
4. We reserve the right to alter prices both in our brochure and on our website at any time, which may go up or down. We will advise you of the current price at the time of booking. If you take advantage of a special offer or promotion, we will not increase the price after we have confirmed your holiday. If the price of your holiday goes down after we have confirmed your holiday, we are unable to refund the difference.
5. 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/or booking acceptance by email 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 of inaccuracies within 10 days of issuing your hire invoice/booking acceptance. We aim to ensure that you receive the accommodation or pitch that you have booked. On occasion, we may have to give you an upgraded accommodation or pitch, or larger accommodation (such as an extra bedroom) for reasons out with our control.
6. Your Party - We are a family holiday park operator and so normally only accept bookings from

party must not exceed the capacity of the accommodation or pitch, as advertised by us. If you plan to travel in a larger group, please contact the Holidays Team prior to making your booking to discuss your requirements. We reserve the right to decline parties of any size or age, if they are not a family or couple. We may ask for identification on arrival. We do not knowingly accept bookings from or allow anyone to visit our parks who is subject to the requirements of the Sexual Offences Act 2003, subject to a Risk of Sexual Harm Order or Child Abduction Notice or is a convicted child sex offender.

7. Payment - When you book you must pay the applicable deposit requested, plus Cancellation Cover if required. Payment may 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. The full balance payment 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 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.
8. Changes by You - If you would like to amend your booking after it has been confirmed by us then, subject to our acceptance of this change, an administration fee of £25.00 incl. VAT (for accommodation bookings) or £10.00 incl. VAT (for touring bookings) 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, payment of the above fee and any 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.
9. Cancellation by You - Please telephone us immediately if you have to cancel and on the same day send us written confirmation by email to [holidays@verdantlesisure.co.uk](mailto:holidays@verdantlesisure.co.uk) including your Booking Reference Number. Please note that no refund will be provided if you have not taken out Cancellation Cover at the time of booking. If, having taken Cancellation Cover, you are due a refund, this will be paid within 30 days of the date on which we receive your cancellation confirmation and associated proof.
10. Changes or Cancellation by Us - If, for reasons out with our control, we are unable to provide the holiday you have booked, we will offer you an alternative holiday which is of equivalent value, a replacement holiday which is less expensive than the one you have booked (with a refund of the difference) or a full refund. Very occasionally, in circumstances of 'force majeure' as defined in paragraph 18, we may have to cancel your booking. We will tell you as soon as possible and offer you an alternative holiday of equivalent value, a replacement holiday which is less expensive than the one you have booked (with a refund of the difference) 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.
11. Brochure and Website Accuracy - We have taken care to ensure 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. We may use representative images and artists impressions for visualisation purposes. There may be small differences between the actual accommodation and facilities, as we are always looking for ways to make improvements. Whilst every care is taken to ensure that the details and photos shown in the brochure and on the website are correct, we cannot accept responsibility for errors contained therein or the results thereof.

12. Linen and Towels (Accommodation/Glamping Pods only) - Except for cots, bed linen is provided. This may be duvets or blankets and sheets. Bed linen and towels will be provided for the number of guests booked. This does not apply at Golden Coast Leisure Park.
13. 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/or circumstances beyond our control. Opening times may be limited outside the main holiday season. Certain facilities and activities are subject to an additional cost and 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, where applicable, 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. Whilst we are a family holiday park operator, we cannot take responsibility for children in your party. When using the facilities, you are responsible for your children and they must be supervised at all times.
14. Unreasonable Behaviour - We reserve the right to terminate a holiday after the keys have been handed over if, in the opinion of the management, the unreasonable behaviour of anyone in your party is likely to impair the enjoyment, comfort, safety, or health of other guests or members of staff. No refund will be provided.
15. 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, including any additional cleaning costs incurred by us. 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 will be inspected at the end of your stay.
16. 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 some mobility issues. Please discuss your requirements with our Holidays Team in detail before making your booking to ensure that a holiday with us meets your needs and expectations. We accept Registered Assistance Dogs in all our accommodation and facilities.
17. Special Requests e.g. for adjacent or specific accommodation - Whilst these cannot be guaranteed, every effort will be made to satisfy special requests. When booking on-line, you will be allocated the first available accommodation unit. Any special requests or requirements must be organised through our Holidays Team.
18. 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.
19. Cots and High Chairs - These are available, on request at the time of booking, free of charge for the duration of your stay. Please note that you will need to bring your own cot linen.
20. Fishing - The lakes at Thurston Manor and Riverside are stocked with Rainbow Trout of a size 10" and upwards. Fishing Permits are available from Reception at an additional cost. Fly fishing

only is permitted. A maximum of 3 fish may be taken per session. River fishing is available at Heather View, a rod licence is required.

21. 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, Japanese Tosa, Dogo Argentino and Fila Brasileiro even where these types of dog are muzzled. We charge £25.00 per pet per week and £15.00 per pet per short break for Accommodation bookings. A maximum of two dogs per booking applies. 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 our Accommodation. 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. With the exception of the "Doggy Lodge" at Pease Bay and Thurston Manor (where dog beds are provided), you must bring your own pet basket with you and ensure that your pet(s) do not lie on the beds or chairs under any circumstances. Pets must not be left unattended on the Park. They must be exercised on a lead and in the charge of an adult at all times. You are responsible for cleaning up after your pet. Pets are not allowed in Reception, central complex areas, clubs, shops, bars or swimming pool areas. Dogs, as a minimum, must have a current annual vaccination for distemper, canine hepatitis, leptospirosis and parvo virus.
22. Smoking - Smoking is not permitted in any accommodation or public facilities. This includes the use of E-cigarettes and vaporisers. There are designated smoking areas outside the bar and restaurant facilities and an ashtray is provided outside the Accommodation.
23. Your Vehicle(s) - We will try to provide you with a parking space for one car which is within a short walking distance of your pitch or accommodation, although this cannot be guaranteed. 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. If you have a hybrid vehicle, you may use the Electric Vehicle charging point available on park, subject to availability. You may not charge your car by connecting to your accommodation electricity.
24. 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 endeavors to resolve the problem as quickly as possible. If we are unable to resolve the problem to your satisfaction, we will move you to an alternative unit in a similar or upgraded category, subject to availability. If, at the end of your holiday, you feel that we have not dealt with your complaint satisfactorily, please email [customercare@verdantleisure.co.uk](mailto:customercare@verdantleisure.co.uk) within 28 days of your return. You will 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.
25. 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 willful 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 24. Where alternative accommodation has been offered and refused, we reserve the right not to make any further compensatory offers.

26. Privacy Policy - Verdant Leisure Limited is committed to protecting your privacy. Our Privacy Policy, outlined below, explains our data processing practices and your options regarding the ways in which your personal data is used. If you have any requests concerning your personal information or any queries about our processing please contact us at [online@verdantleisure.co.uk](mailto:online@verdantleisure.co.uk).

#### Information Collected

Verdant Leisure collects the details provided by you on completing an enquiry form, brochure request or holiday booking. This information is likely to include your name, contact details, payment details, party information and any additional information that we may need to help meet your personal requirements. Please note that we do not retain credit card details.

We may collect additional information in connection with your participation in any promotions or competitions offered by us and information you provide when giving us feedback or completing profile forms.

#### Use of Your Information

We may use the information you provide for the following reasons;

- process your request for a holiday booking
- to provide information or details that you have requested
- to personalise our website for repeat visitors
- for statistical purposes
- to prevent fraud
- manage customer service enquiries
- to inform you about changes to our website, services, goods or products
- tell you about products and services we think may be of interest to you (on the basis that you have given us consent)
- in accordance with the legitimate interests of all companies within the Verdant Leisure group

Your information may be used by all Verdant Leisure companies. We will never pass your personal information to anyone else, except where we are required or permitted to do so by law, for any successors in title to our business and suppliers that process information on our behalf in the UK. We may also use and disclose information in aggregate (so that no individual customers are identified) for marketing and strategic development purposes.

We would like to send you information about our own products and services. We will only contact you for direct marketing if you have given us consent to do so. We may do this by post, telephone, email or SMS, unless you have informed us that you do not wish to be contacted in this way. You can change your preferences relating to the way in which we use your information for direct marketing by contacting us.

You have the right to request a copy of all the information that we hold about you. You may request some or all of the information we hold about you by writing to us. It's important to us that the information we store is up to date and accurate. You may ask us to update or remove personal information you think is inaccurate.

- email [online@verdantleisure.co.uk](mailto:online@verdantleisure.co.uk)
- write to us; Data Protection Officer, Verdant Leisure Limited, 10 Mannin Way, Caton Road, Lancaster, LA1 3SW

By providing your personal data to us, you agree to your data being processed and stored for any of the reasons above. We do our utmost to ensure that all reasonable steps are taken to make sure that your data is treated and stored securely. If you book a holiday with us, we are legally obliged to retain and store your information for seven years. If you request a brochure, or complete an enquiry form, we will retain and store your information for one year. We retain and store your information whilst it is

required for relevant purposes or to meet legal requirements. Your information will be disposed of in a secure manner when it is no longer required.

Unfortunately, the sending of information via the internet is not totally secure and, on occasion, such information can be intercepted. We cannot guarantee the security of data that you choose to send us electronically and sending such information is entirely at your own risk.

28. Cancellation Cover - when making a booking you will be offered the option to take out our Cancellation Cover which covers you and your holiday party.

£15.00 - full week

£10.00 - short break

Our Cancellation Cover protects 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 or email, prior to your confirmed holiday start date. Customers covered by our Cancellation Cover and complying with these conditions will be entitled to the following (less a £20.00 administration fee):

- 42 days or more - Full refund given
- 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 Cancellation Cover is not taken out and you wish to cancel your booking no refund will be payable.

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Verdant Leisure Limited

Registered office: 10 Mannin Way, Caton Road, Lancaster, LA1 3SW. Registered in England and Wales. Company Registration Number: 02548086

VAT Registration Number: GB 997 3345 65