

# Holidaymaker booking Terms and Conditions for Back of Beyond Touring Park

## Part I

### Your booking

#### Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us. We will do our very best to help. Our full Access Statement is available on our website ([www.backofbeyondtouringpark.co.uk/accessibility](http://www.backofbeyondtouringpark.co.uk/accessibility)). If you need these Terms and Conditions and our Booking Form in a different format, please ask us.

**Park owner** (referred to as “we/us/our”)

<b>Business name:</b>	<b>Back of Beyond Touring Park</b>		
<b>Address:</b>	<b>234a Ringwood Road, East Moors Lane, St Leonard’s, Dorset, BH24 2SB</b>		
<b>Contact:</b>	Martin and Victoria Bowrey		
<b>Telephone:</b>	<b>01202 876968</b>	<b>Mobile:</b>	
<b>Email:</b>	<b><a href="mailto:info@backofbeyondtouringpark.co.uk">info@backofbeyondtouringpark.co.uk</a></b>		

#### Who may stay with us

2. The person who completes the Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.
3. Only the people named on the Booking Form, or when the booking is made by another means, may stay with us.
4. Your booking is personal to you and you cannot assign or transfer it to any other person unless by prior permission.
5. If you are booking more than 1 pitch, we cannot guarantee that they are together. There is a maximum of 3 pitches that can be booked out at any one time for one group.

#### How to book

6. Bookings can be requested in the following ways:
  - 6.1. By telephone on 01202 876968
  - 6.2. Online at [www.backofbeyondtouringpark.co.uk](http://www.backofbeyondtouringpark.co.uk)

7. You must tell us your full requirements, for example if you are bringing any vehicles, tents, other structures or dogs. We need this information when deciding whether we are able to accept your booking and we may not be able to accommodate changes. Where we are able to do so, there may be an additional charge of a £10 admin fee for camping and touring and £15 for glamping.
8. A contract exists when we have issued our confirmation to you.
9. Please check our confirmation carefully to see that it reflects your wishes. Please let us know of any difference within 24 hours of receipt so that we can amend it if not.
10. We reserve the right to refuse any booking.

### **The price you pay**

11. Our prices include VAT. If the VAT amount increases, and you haven't paid in full, your remaining balance will be Vatable at the new rate. New bookings will also be Vatable at the new rate. If the VAT rate is to drop, our prices will remain as at the rate at the time of booking.
12. When make a booking greater than 28 days before your holiday, you must pay a deposit of £50 for each week if camping, £100 deposit for each booking of a glamping unit. If booking less than 28 days ahead of your holiday start date, full payment is required upon booking.
13. Unless you paid in full when requesting your booking, the balance of the price of your holiday must be paid at least 28 days before the arrival date. We are not required to send you a reminder. If the balance is not paid in time, then we may cancel the holiday and retain your deposit as our cancellation charge. We will confirm the cancellation to you in writing by email or letter. We reserve the right to re-let pitches and accommodation that have not been paid for in full 28 days prior to arrival.
14. Please make sure that you book all the dates you need. We are not able to guarantee that we will be able to extend your booking.

### **Arrivals and departures**

15. You must arrive no later than 6pm (7pm from 1 April-31 October). If you think that you will arrive after this time, you will need to make contact with Reception to make alternative arrangements, which may mean checking in the following morning.
16. If you have not arrived and we have not heard from you within 24 hours of your expected arrival, we will release your booking. You will not be entitled to a refund.
17. You must vacate by 11am on the day of your departure.
18. You are not permitted to leave the park before 7.30am in the morning.
19. We will try to allocate you the location of your choice on the Park, but bookings are not conditional on this. We reserve the right to change your pitch or pitch type if necessary.
20. Your location on the Park and directions to it will be confirmed on arrival. If you are in any doubt, please check with us. Any guest staying in the wrong location, or who have pitched incorrectly may be required to move.

### **Changes caused by exceptional circumstances**

21. We may make reasonable changes to our Services. Our changes may reflect changes in relevant laws, guidance and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.

22. If we make changes which mean we can only provide your holiday in a radically different way, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. We prefer that you postpone rather than cancel but will always allow you to cancel where the law gives you the right to do so.
23. If the law prevents us from performing our obligations under these Terms & Conditions **at all**, for any reason which is not the responsibility of either party, we may ask you to postpone but will allow you to cancel if you prefer to do so. For these purposes, reasons which are *your* responsibility include any arising from your personal circumstances. Examples are ill health (except if the law prevents you from visiting or staying with us in consequence, for example because you are legally required to self-isolate) and any restrictions arising from your chosen career.
24. We may also 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 and also in the case of a force majeure (for example a declaration of war, a disease epidemic, or a hurricane, earthquake or other natural disaster event that fall under the legal term "act of God"). If we cancel and your holiday has not started, then we will refund your booking in full including any deposit. 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 Direct Costs.

### **Other cancellations**

25. Deposits are strictly non-refundable whatever the circumstance.
26. We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date within the current season and at the discretion of the park, this would incur an admin charge of £10 for touring/camping and £15 for glamping and must be agreed upon a minimum of 28 days prior to your arrival (during peak time) and 14 days outside of peak times. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us. Should you opt for new holiday dates, please note that pitch prices may vary depending on the new dates that you choose and we cannot currently transfer bookings to another year.

27. If you have booked through using a third-party voucher, no changes can be made within 28 days of arrival.

Cancellation charges are payable as follows:

24hr from booking being made	Process
100% Refund	Complete refund including deposit

< Less than 28 Days	Process
100% no refund	Loss of holiday and deposit
Up to 14 Days before arrival, move to another date within the same year, (not applicable in peak season)	£10 admin fee (touring) £15 admin fee (glamping)
Less than 14 days no changes	

> Greater than 28 Days	Process
Loss of Deposit	Refund given for anything else paid, minus Deposit
Move to a new date, within the same year	£10 admin fee (touring) £15 admin fee (glamping)

28. We recommend that you consider appropriate holiday insurance which covers any cancellation charges and any additional losses which you may incur through cancellation of your holiday, whether by you or by us. We are only responsible for any additional losses if you were entitled to cancel because we were in serious breach of our obligations to you and the losses were both directly caused by our breach and reasonably foreseeable by us when the booking was made.

### Authorised means of payment

For in-person credit card payments at the Park Office, we accept Visa, Mastercard and debit card.

You can also pay by logging into your booking guest area and paying online.

### Complaints

29. We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us as soon as possible as this gives us the best chance of resolving it with you. If you remain unhappy, please contact us again within 28 days of your departure and we will try to help.

Please refer to:

<b>Name/Job title:</b>	Martin and Victoria Bowrey	<b>Telephone:</b>	01202 876968
<b>Email:</b>	info@backofbeyondtouringpark.co.uk		

### Personal data

30. Any personal data you give to us will be processed in accordance with the law and our privacy policy.

<b>Location of privacy policy:</b>	<a href="http://www.backofbeyondtouringpark.co.uk/privacy-policy/">www.backofbeyondtouringpark.co.uk/privacy-policy/</a>
------------------------------------	--

### **Our promises to you**

- 31. We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.
- 32. We will provide, maintain and keep in good state of repair the Services, except where these have to be interrupted temporarily for the purposes of repair or development or for other reasons caused by exceptional circumstances outside our control.
- 33. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

### **Your promises to us**

You agree that you will:

- 34. Keep to these Terms and Conditions and the Park Rules.
- 35. Stay with us only for holiday and recreational purposes.
- 36. Pay promptly for your holiday and other charges due to us.
- 37. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
- 38. Not cause any damage during your holiday. You may be charged for any damage caused.
- 39. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which may affect you include those requiring the space between caravans and other structures to be kept clear, those prohibiting combustible structures, those regarding car parking and those requiring the underside of caravans to be kept clear.
- 40. Not make any alteration to any accommodation or Pitch.
- 41. Permit us to move you to another location on the Park if necessary. We will ensure that any alternative location will be of similar quality and be responsible for all reasonable costs incurred.

### **Behaviour standards**

These standards will apply from when you request your booking until your holiday ends. Unless stated otherwise, they apply whether or not you are on the Park at the time.

You agree to, and you must make sure that you, your party and any visitors keep to the following standards of behaviour:

- 42. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.

#### 43. Not to:

- 43.1. Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);
- 43.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 45.1) at the Park or in its vicinity;
- 43.3. Commit any acts of vandalism or nuisance on the Park;
- 43.4. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;
- 43.5. Keep or carry any firearm or any other weapon on the Park;
- 43.6. Keep or use any unlawful drugs on the Park;
- 43.7. Create undue noise or disturbance or commit antisocial behaviour on the Park;
- 43.8. Carry on any trade or business at the Park;
- 43.9. Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Park.

44. You agree that if you or any of your family members or visitors or guests whom you have invited to the Park break the behaviour standards listed above then we may terminate your booking.

#### **Cancelling the booking because you are in breach of these Terms and Conditions**

45. We may cancel your holiday if you are in serious breach of your obligations in these Terms and Conditions and the breach is **not** capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property) by serving upon you reasonable notice in writing to cancel your booking. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances. In appropriate cases, this may mean requiring you to leave the Park immediately.
46. If you are in breach of any of your obligations under these Terms and Conditions which **is** capable of being remedied (for example, a failure to comply with the behaviour standards in clauses 40-42 which has not caused a breakdown in the relationship between you and us) we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to cancel your booking. In appropriate cases, the warning we give you may be very short and we may then require you to leave the Park immediately.

#### **Changing the Park Rules**

47. It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you by email using your contact details at the email address on the Booking Form.

48. Any changes made to the Park Rules after we accept your booking may affect you because you will be required to comply with the changed Park Rules, but will not affect anything else to which you are entitled under these booking Terms and Conditions.

### **Keys**

49. We hold a key to all the accommodation we own on the Park.

50. If you are staying in our accommodation, we may use the key for any purpose authorised by you, for example if you ask us to give access to an authorised visitor. We may require you to confirm your authority in writing.

51. We may also use the key in an emergency, such as an immediate concern for the health and safety of any person, to carry out urgent repairs or preventative work, or to check and secure the accommodation if it appears to be insecure.

52. We will take reasonable care when accessing any accommodation.

### **Communications**

53. We agree that any letters or other communications between us shall be sent using the details for us in these Terms and Conditions and for you on the Booking Form. Email may be used.

### **Interpretation**

54. **"Park Rules"** means the rules of conduct and practice issued by us from time to time and applicable to the Park. The Park Rules which currently apply to your booking are in Part II of these Terms and Conditions.

55. **"Pitch"** does not include any part of the Park except that on which the accommodation in which you are staying stands.

56. **"Services"** means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch. Services for which we make a separate charge are provided under separate agreements and not these Terms and Conditions.

57. **"Site Licence"** means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

58. **"You/your"** means the person making the booking and all members of their party excluding children under 18. Where there is more than one person, each is fully responsible for the obligations in these Terms and Conditions.

59. References to taxes and laws are references to them as extended, amended or replaced from time to time.