## **Trenance Holiday Park**

# **Booking Terms & Conditions 2024**

## Part I

## Your booking

#### Access statement

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.trenanceholidaypark.co.uk 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")

Contact: Mr P.A Hoyte (Park Owner)
Business name: Trenance Holiday Park

Address: Edgcumbe Avenue, Newguay, Cornwall, TR7 2JY

Telephone: (01637) 873447

Email: enquiries@trenanceholidaypark.co.uk

## Who may stay with us

- Trenance Holiday Park is a family park and caters for families, couples and singles only, we do not accept all male, all female, or uneven numbered large groups (consisting of 4 guests or more) unless by prior arrangement.
- 2. Bookings are not confirmed until processed by the Booking Office. Accordingly we check not only the availability of requested accommodation but also party make-up before confirmation of any booking is made.
- 3. The person who signs the Booking Form is responsible for the booking and must be 18 years of age or older.
- 4. Only the people named on the Booking Form may stay with us.
- 5. Your booking is personal to you and you cannot assign or transfer it to any other person.
- 6. If you request a booking for more than one Pitch, then we may contact you before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for.
- 7. You must tell us if your booking request is connected to any other booking, for example because you know the other party or you share a common purpose in visiting the park. If you do not tell us about a connection, we may cancel your booking immediately and (if your stay with us has started) require you to leave the park.

#### How to book

- 8. Bookings can be requested in the following ways:
  - 8.1. Online at www.trenanceholidaypark.co.uk
  - 8.2. You may book by downloading a Booking Form
- 9. You must tell us your full requirements, for example the size of your unit including awnings (touring caravan, motorhome or tent) we need this information when deciding whether we are able to accept you're booking. If on arrival your unit exceeds the dimensions given at the time of booking (car parking on your pitch may be compromised), then we reserve the right to relocate you to another pitch (additional charges may apply). Should there be no availability elsewhere, then we even reserve the right to refuse you a pitch. No refund would be offered.
- 10. A contract exists when we have issued our confirmation to you.
- 11. Please check our confirmation carefully to see that it reflects your wishes. It is your responsibility to check the details on your booking confirmation are correct and notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival.
- 12. Changes to a booking will incur a charge of £15
- 13. We reserve the right to refuse any booking.

## The price you pay

- 14. Our prices include VAT. All prices are subject to change so could increase or decrease. The most up to date prices for accommodation are on our website. The price confirmed when you book is the final price and will not change unless you alter your booking.
- 15. When you request your booking, you must pay a deposit of £100 (Chalet/Caravan) or £50 (Camping/Touring/Camping Pods) per week, per booking. If you are requesting to book 6 weeks or less before the start date the full price is required at the time of booking.
- 16. Unless you paid in full when requesting your booking, the balance of the price of your holiday must be paid at least 6 weeks before the start date. If the balance is not paid in time, then we may cancel the holiday and retain your deposit as our cancellation charge.
- 17. 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.
- 18. Only one discount or special offer can be applied per booking. Once booked, any offers available subsequently cannot be applied to an existing booking. Likewise you are not permitted to cancel a booking in order to re-book under a new special offer.

## **Arrivals and Departures**

- 19. Check-in is from 3.30pm (Caravan/Chalets) and 2pm (Camping/Touring/Camping Pods) Arrival procedure is advised at the time of booking.
- 20. You must vacate by 10.30 am (Caravan/Chalets) or 12pm (Camping/Touring/Camping Pods) on the day of your departure.
- 21. We will try to allocate you the location of your choice on the Park, but bookings are not conditional on this.
- 22. 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 may be required to move.
- 23. Caravans/Chalets/Pitches should be occupied within 24 hours of the due arrival date. If the Park has received no notification of a delay in your arrival, the Park will be free to relet the accommodation/pitch **No monies will be refunded by the Park.**

### Changes caused by exceptional circumstances

- 24. 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.
- 25. 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.
- 26. 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 or because we are no longer able to provide your holiday for any other reason outside our control. Again, we prefer that you postpone but will always allow you to cancel where the law gives you the right to do so.
- 27. If you decide to cancel in any of these circumstances and your holiday has not started, then we will refund your booking including any deposit. If your holiday has started, then we will refund any days unused. We will not charge an administration fee, and we will only deduct any costs we have already incurred which we cannot recover elsewhere ("Direct Costs"). We will not be liable to make any other payment to you.
- 28. Either of us 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. 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. If you cancel in these circumstances, we will refund on the same basis but may deduct any Direct Costs. In neither case will we be liable to make any other payment to you.

#### Other cancellations

- 29. No refunds are given for early termination of your stay, unless clause 23 or clause 25 applies or we are in serious breach of our obligations in these terms and conditions. We recommend that visitors take out Cancellation Insurance independently to the Park.
- 30. We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us.
- 31. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 25 or clause 27 applies or we are in serious breach of our obligations in these terms and conditions. If we are in serious breach of our obligations, we will refund you for the days of the holiday which have not been taken.
- 32. We may also cancel your holiday if you breach any of these terms and conditions. Clause 9 or 50-52.

## **Authorised means of payment**

33. You may pay us in any of the following ways:

Via our website <u>www.trenanceholidaypark.co.uk</u> or by using the balance payment link via your booking confirmation email.

By card payment over the phone (01637) 873447.

We accept the following cards:

Visa (Credit/Debit)
Switch
MasterCard (Credit/Debit)

#### **Complaints**

34. 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.

Please refer to: Mr P.A Hoyte (Park Owner)

Telephone: (01637) 873447

enquiries@trenanceholidaypark.co.uk

#### Personal data

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

Location of privacy policy <a href="https://www.trenanceholidaypark.co.uk/booking-with-us/privacy-policy/">https://www.trenanceholidaypark.co.uk/booking-with-us/privacy-policy/</a>

## Our promises to you

- 36. 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.
- 37. 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.
- 38. 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:

- 39. Keep to these terms and conditions and the Park Rules.
- 40. Stay with us only for holiday and recreational purposes.
- 41. Pay promptly for your holiday and other charges due to us.
- 42. Not cause any damage during your holiday.
- 43. 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.
- 44. Not make any alteration to any accommodation or Pitch.
- 45. To 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**

You agree to, and you must make sure that you, your party and any visitors (including, in each case, their children) keep to, the following standards of behaviour:

- 46. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.
- 47. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.

#### 48. Not to:

- 48.1. 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);
- 48.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 48.1) at the Park or in its vicinity;
- 48.3. Commit any acts of vandalism or nuisance or on the Park;
- 48.4. Use fireworks on the Park;
- 48.5. Keep or carry any firearm or any other weapon on the Park;
- 48.6. Keep or use any unlawful drugs on the Park;
- 48.7. Create undue noise or disturbance or commit antisocial behaviour on the Park:
- 48.8. Carry on any trade or business at the Park;
- 48.9. 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.
- 49. 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

- 50. 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.
- 51. 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 46-49 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.
- 52. If we cancel your booking under clauses 50 or 51 you will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the re-booking less our reasonable administration charges.

### **Changing the Park Rules**

- 53. 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 in writing using your contact details on the address on the Booking Form.
- 54. 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 condition

## **Keys**

- 55. We hold a key to all the accommodation we own on the Park.
- 56. 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.
- 57. 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.
- 58. We will take reasonable care when accessing any accommodation.

#### **Communications**

59. 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

- 60. "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 & conditions.
- 61. "Pitch" does not include any part of the Park except that on which the accommodation in which you are staying stands.
- 62. "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.
- 63. References to taxes and laws are references to them as extended, amended or replaced from time to time.

#### Part II

#### **Our Park Rules**

64. Our current Park Rules applicable to your booking are set out below.

### **Trenance Holiday Park Rules**

These park rules are in place for the good management of **Trenance Holiday Park** and the benefit of all who use it. These rules form part of the contract between us for your holiday. They should be read alongside your Booking Terms and Conditions.

The park rules do not affect anything to which you are entitled under the Booking Terms and Conditions.

The expression 'you'/'your' refers to all members of your party.

You must make sure that anyone using the park is aware of the park rules.

You are reminded that we may cancel your holiday if you are in serious breach of your obligations, including these park rules.

## **Safety**

- You must use the park safely and should not cause danger to others.
- You must obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.

## **Security**

You are solely responsible for securing the Caravan.

## **Visitors to the Caravan**

- Your accommodation/pitch may only be used by the people named on the Booking Form.
- Only people lawfully visiting with your permission have permission to enter the park.
- Your visitors must leave the park by 10pm.
- It is your responsibility to ensure that your visitors and all occupiers of your Caravan adhere to the park rules.

## **Drainage system**

 You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint.

## **Facilities**

- The usual opening and closing dates of our facilities are provided on onsite. However, the
  dates and times of opening may be subject to change depending on seasonal fluctuations
  or unforeseen circumstances. We will do our best to advise you at the time of booking of
  any changes at that stage, otherwise please always check prior to booking if this is
  important to your stay.
- The availability of our facilities is also subject to our Terms and Conditions.

## **Smoking**

- It is illegal to smoke or use e-cigarettes inside enclosed public buildings.
- You must also refrain from smoking or using e-cigarettes in any of our holiday accommodation.

### **Refuse**

- You must not deposit refuse outside your Caravan. You should use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.

## **Driving**

- Please note we do not currently have a facility to charge hybrid cars. You are not permitted to charge your car using the holiday home or pitch electricity supply. Our onsite power supply is not able to support the continuous load required for EV charging, (even when using the supplied emergency 'granny charger'). This will overload our systems leading to a serious fire risk, as well as power outages and damage to your vehicle, none of which are covered by our Park Insurance.
- You must drive all vehicles on the park carefully and within the displayed speed limit (5mph)
- You must hold a full current driving licence to drive any vehicle on the park.
- You are not permitted to give anyone driving lessons at the park and we do not permit learner drivers to drive on the park.
- Motorhomes/touring caravans cannot be parked alongside self-catering accommodation.

## **Parking**

- Parking is not permitted prior to your check-in.
- You must not park anywhere except in the parking space allocated to your accommodation.
- You may park no more than 2 car(s) at the Caravan/Chalet.
- We allow a maximum of 1 motorised vehicles to be parked alongside each pitch/camping pod.

## **Behaviour**

- You should respect the privacy of other users of the park and keep noise to a minimum between the hours of **8pm** and **11pm** with absolute quiet between **11pm** and **7am**.
- Please keep all vacant pitches clear.
- Barbeques are permitted. Due to fire regulation Fire pits are not to be used onsite.
- You may only consume alcoholic drinks within the boundaries of your pitch.
- You must not use fire hoses for any improper purpose including such as washing cars or boats.
- You must not use a drone, powered model aircraft or any other powered flying object on the park.
- You must not use any Chinese lanterns, fireworks or similar.
- If you use CCTV you must warn visitors to your Caravan by a prominent external notice
  attached to the Caravan, the format and wording of which you must agree with us (our
  agreement not to be withheld unreasonably). The CCTV may only capture images of the
  area immediately around your Caravan and not of any other part of the park, such as any
  path or road, or any other Caravan or its Pitch and the area immediately around it.

### **Pets**

Dogs, cats and other pets are not permitted.

Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

## **Recreation**

- Football should not be played anywhere on the park. Other ball games should be played away from caravans using a soft foam ball.
- You may not fly kites on the park.
- You may not use drones, powered model aircraft or any other powered flying objects on the park.
- You may not use skateboards, roller-skates, rollerblades or micro scooters at the park.

#### Mail

You may not use the park address for postal deliveries.

## **Children**

- Children must be supervised whilst on the park and are the responsibility of their parent or guardian during their stay.
- Children under the age of 16 should not be left unsupervised in the accommodation or on the park.

## **Fire Precautions**

- You may not use fire hoses for any improper purpose such as washing cars or boats.
- You must ensure that all occupants of your Caravan are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- You must not store fuels or combustible materials other than removal containers on the park.
- You must not erect any tents/awnings/windbreakers alongside your self-catering accommodation or Camping Pod.

## **Accommodation**

- We reserve the right to enter your accommodation at any time for any reasonable purpose. For example to make checks, maintenance work or housekeeping. Your occupation is not exclusive.
- You are responsible for the contents of the accommodation whilst it is let to you. If you leave the accommodation in a messy or untidy state, you will be charged for the extra cleaning at an hourly rate of £25. All damages or losses are chargeable and should be reported to the Park Reception before your departure or you will be sent an invoice. Only one key is supplied per holiday accommodation and there is a £10 charge for lost keys.
- We reserve the right to make a reasonable charge to you for any damages, missing items or extra cleaning, including damage to other quest's property.
- You are requested to bring your own waterproof mattress protectors if required as you will be liable for the replacement of any mattress which is soiled by you or your party.

## **Lost Property**

• For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after 1 month.

## Wi-Fi

Wi-Fi is available and is free of charge (Wi-Fi designated area).

Our Wi-Fi is very restricted due to our rural location and is not for streaming. The service may not be the same as you are used to at home.