

Model holidaymaker booking Terms and Conditions for holiday let and touring customers

Model Terms and Conditions are provided below which would be suitable for holiday letting units and tourer/tent holiday bookings.

A separate model agreement is available for seasonal tourer pitches, published in the Contracts area on bhpa.org.uk

It is important to consider which of the Terms and Conditions are appropriate to each park. **They should not simply be copied and given to the customer, rather they will need tailoring to the requirements of the individual business.**

Consumer law requires any Terms and Conditions to meet the 'fairness test'. This means that they must not create a significant imbalance to the detriment of the customer. They need to be transparent – easily understood in plain English – and key terms must be prominent.

The Terms and Conditions must be drawn to the customer's attention before the booking is made, for example by making them available on the website in a prominent place such as the booking area. When the booking is made, a copy must then be sent in a permanent written form such as email or letter.

Simply publishing them on a website or noticeboard is not sufficient.

Booking Form

The model Terms and Conditions assume that customers are required to complete the Park Booking Form, including giving the names of all who are to holiday together.

In addition to collecting this data, contact address, email, telephone, dates, accommodation and optional extras etc. would usually also be included on the Booking Form. The park may also ask customers for information needed for their stay, such as any vehicle registration number. Where relevant, the park may also ask for the ages of any children.

It might also be the opportunity to seek further data permissions, using a wording such as the below:

Other goods and services

1. *We would like to contact you about goods and services offered by us which may be of interest to you.*
 - Please tick here if you **do not** want us to use your personal data to contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you.*
 - Please tick here if you **would** also like us to contact you with information about other goods and services which we feel may be of interest to you.*
 - Email*
 - Telephone*
 - SMS/text message*
2. *You may ask us to stop contacting you with this information at any time.*

3. *We will not supply the data to third parties for them to use in their marketing without your further permission.*

Park Rules

The model Terms and Conditions below require that the Park Rules are provided in full at the end of the general Terms and Conditions.

Separate guidance and model Park Rules are provided in a separate document.



‘Traffic light’ legal check

If you decide to adopt and make any changes to these Terms and Conditions, or if you have your own terms, we have arranged a ‘traffic light’ checking service for you with Tozers.

Please send a copy of your proposed terms to rulesreview@tozers.co.uk. If your proposals work, you will receive a ‘green light’ and there is nothing to pay. If your proposals do not work – either an ‘orange’ or a ‘red light’ is received – there is still nothing to pay. Instead, Tozers will offer to work with you on the changes for a fixed fee.

This service can only be used once per year by each member, so to gain maximum advantage it is worth asking Tozers to check your most up-to-date terms taking account of this guidance.

4. Your booking is personal to you and you cannot assign or transfer it to any other person.
5. If you request a booking for more than two people, we may ask you to provide evidence to our reasonable satisfaction that you are all couples or all members of the same family.
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. 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 rebooking less our reasonable administration charges.

How to book

8. Bookings can be requested in the following ways:
 - 8.1. You may use **the Booking Form**
 - 8.2. By telephone on []
 - 8.3. Online at **www.[]**
9. You must tell us your full requirements, for example if you are bringing any vehicles, tents or other structures. 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.
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. Please let us know of any difference within seven days, unless your holiday is to start within 14 days in which case you should inform us within 24 hours.

12. We reserve the right to refuse any booking.

The price you pay

13. Our prices **include** VAT.
14. The price will not be subject to any change **unless the rate of VAT changes**.
15. When you request your booking, you must pay a deposit of **£[]/[]%** of the price of your holiday or (if you are requesting to book 28 days or less before the start date) the full price.
16. 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 start 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.
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.

Arrivals and departures

18. You must tell us by []pm if you are likely to arrive later than []pm. You may not arrive after []pm. For bookings of more than one night, the earliest you may then arrive on the next day is []am.
19. If we have not heard from you within 24 hours of your expected arrival, we may release your booking. 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 rebooking less our reasonable administration charges.
20. You must vacate by []am on the day of your departure. An additional charge may be made for a late 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.

Changes caused by exceptional circumstances

23. 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.
24. 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.
25. 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.
26. 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.
27. 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

28. 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.

29. If you cancel under clause 28, cancellation charges are payable as follows unless you are doing so because we are in serious breach of our obligations in these Terms and Conditions.

Cancellation received more than [] days before start date	No charge; full refund (including any deposit)
Cancellation received more than [] days but no more than [] days before start date	Charge is []% of holiday price; 70% refund
Cancellation received more than [] days but no more than [] days before start date	Charge is []% of holiday price; 40% refund
Cancellation received [] days or less before start date	Charge is []% of holiday price; no refund

30. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 24 or clause 26 applies or if 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.

31. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 51-53 give further details.

32. 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

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

- By cheque at the Park office.
- By bank transfer using the following details:
Sort code: [redacted]
Account number: [redacted]
Account name: [redacted]
Reference: [redacted]
- By credit card payment in person at the Park office or by phone. We accept the following cards:
[redacted]
[redacted]
- By debit card payment in person at the Park office or by phone.
- By the following further options [if any]:
[redacted]
[redacted]

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. If you remain unhappy, please contact us again within 28 days of your departure and we will try to help.

Please refer to:

Name/Job title:		Telephone:	
Email:			

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:	
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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. 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.

43. Not cause any damage during your holiday.

44. 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.

45. Not make any alteration to any accommodation or Pitch.

46. 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:

47. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.
48. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.
49. Not to:
 - 49.1. 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);
 - 49.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 49.1) at the Park or in its vicinity;
 - 49.3. Commit any acts of vandalism or nuisance on the Park;
 - 49.4. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;
 - 49.5. Keep or carry any firearm or any other weapon on the Park;
 - 49.6. Keep or use any unlawful drugs on the Park;
 - 49.7. Create undue noise or disturbance or commit antisocial behaviour on the Park;
 - 49.8. Carry on any trade or business at the Park;
 - 49.9. 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.
50. 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

51. 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.
52. 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 47-50 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.

53. If we cancel your booking under clauses **51 or 52** 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 rebooking less our reasonable administration charges.

Changing the Park Rules

54. 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 at the address on the Booking Form.

55. 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

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

57. 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.

58. 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.

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

Communications

60. 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

61. **"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.

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

63. **"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.

64. **"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.

65. **"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.

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

Part II

Our Park Rules

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

Include here the Park Rules relevant to holiday bookings, so excluding any which apply only to caravan owners (for example any rules about building works).