

Terms and Conditions of Hire

Please read these Terms & Conditions carefully. They set out the basis on which we arrange your hire accommodation and other services.

Your contract will be with St. David's Park. By entering into this booking you accept that you are 18 years of age or older and you agree for yourself and the members of your party to comply with the Terms and Conditions set out below. Before making the booking you should read the Terms and Conditions carefully and discuss any term with us which you do not understand

In the following Terms & Conditions of Hire St. David's Park will be referred to as the Company and yourselves as the Hirer/s. The Company reserves the right to add to and/or otherwise amend these rules at its discretion. Unreserved acceptance of the following Terms & Conditions is a requirement for all hire applicants.

1. Terms

The duration of your stay will either be for one week (Saturday to Saturday*) or for a short break (start day as specified) for the accommodation as equipped and described.

The usual check-in time is 3pm (subject to unavoidable delays) and the check-out time usually 11am. 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 unless any damage or loss was caused through our own negligence.

Prices may be inclusive of VAT at the current rate. In the event of a change in the rate of VAT during the course of the year, you will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

For breaks, of any duration, that cover two price periods, the price per night will be calculated on a pro-rata of the weekly prices. We reserve the right to alter prices in our brochure or on the website, which may go up or down. We will advise you of the current price before you make the booking. The terms and conditions for bookings may change from time to time. Please check at the time of booking.

*** Please note that short stay bookings will only be taken at the earliest 7 days prior to the commencement of your stay and are subject to availability at that time.**

2. Use of Accommodation

The hire property shall be used solely for the holiday purposes and the hirer shall not be sub-let the properties or any part of the properties, or any equipment hired to the hirer. The hirer shall not acquire any tenancy rights in the premises nor shall the hirer have any security of tenure under the Rent Act.

3. Making a booking

Any promotional offers and bookings are subject to availability. A binding contract comes into existence between you and us once we have received your deposit and we have issued a booking confirmation invoice by email, fax or post. You must check your booking confirmation invoice and booking 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 straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any document within 10 days of our sending it out. The contract will be subject to English Law and the exclusive jurisdiction of the Courts of England and Wales.

4. Number in your party

The total number in your party must not exceed the capacity of the accommodation as advertised by us. Babies under the age of 2 may be in addition to the total capacity of your accommodation. Cot space in many of our holiday home types is limited and cots will only fit in the lounge. Call for further details.

5. Payment

When you book you must pay the applicable deposit requested. Standard Deposit is 25% of the total holiday cost. Your balance is due and payable by the date printed on your booking confirmation invoice (28 days before your holiday start date). For bookings made within 4 weeks of your holiday start date, you pay the full amount when you make your booking. If the deposit and/or balance is not paid on time, we may cancel your booking but only if we have written to you reminding you to pay the deposit and/or balance within 7 days from the date you have made the booking and you have failed to pay the amount outstanding.

6. Changes by you

Once a booking has been confirmed by us to you, should you require it to be amended or re-invoiced for any reason (including for example accidental loss of the original invoice) then, if we accept this change, a fee of £25.00 will be charged. You may transfer your booking to someone else/ another party (introduced by you) at any time providing you pay the administration fee of £25.00 and any outstanding balance.

Note: Bookings may not be transferred to other parties after the booking has been cancelled by you or us.

7. Cancellation by you

Telephone us immediately if you have to cancel and on the same day send us written confirmation quoting your booking number. Your cancellation is effective from the date we receive your written confirmation from you or your travel agent, which will be acknowledged.

8. Cancellation by us

Very occasionally, in circumstances of 'force majeure' as defined in clause 17 or because we have cancelled the booking because you have not paid the deposit and/or balance of the booking fee, we may have to cancel your booking. We will tell you as soon as possible, and offer you an alternative or a full refund. We regret we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change.

9. Cleaning

The hirer shall at all times maintain the property and leave the property in a clean and tidy condition at the end of the let, otherwise a cleaning charge will be incurred.

10. Linen & Towels

Bed linen (except for cots) can be pre-booked at a charge of £30 for the duration of your stay (this charge is for the provision of bed linen for all beds in the lodge, (4xsingles and 1xdouble beds). Please take bed linen for cots with you as required. Towels bundles can also be pre-booked on request at a charge of £12 (towel bundles include 6 bath towels, 2 hand towels and 2 tea towels).

11. Cots & Highchairs

Cots and highchairs can be pre-booked for £16 per week. Cots are only suitable for babies under the age of 2 as they are travel cots.

12. Brochure and Website accuracy

We have taken care to ensure the 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. There may be small differences between the actual accommodation and facilities and its description, as we are always looking for ways to make improvements. We will take all reasonable steps to notify you of any changes to, or inaccuracies in any information contained in our brochure or on our website as soon as reasonably practicable after we become aware of that change or inaccuracy.

13. Activities and facilities

We reserve the right to alter or withdraw amenities or facilities or any activities where reasonably necessary due to repairs, maintenance, weather conditions and circumstance beyond its control. If we have to withdraw amenities or facilities or any activities due to repairs or maintenance then, on the basis that the repairs or maintenance are not emergency repairs or maintenance, we will notify you before your holiday what those closures will be. We regret that we may not be able to notify you of adverse whether conditions or any unforeseen circumstances affecting the activities and facilities on the park.

14. Unreasonable behaviour

We have the right to refuse to hand over accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests or to members of staff. In such cases a refund will not be given, the contract will be terminated and we will have no further liability.

We reserve the right to terminate a holiday after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to impair the enjoyment, comfort or health of other guests or members of staff. In these circumstances a refund will not be given, the contract will be terminated and we will have no further liability.

15. Damage to Accommodation

We require all parties to complete a Waiver Deposit Form and Inventory on arrival to cover for any losses or damages that may be incurred during your stay. You are responsible for any damage caused and for any losses incurred in the accommodation during the period of hire. We have the right to enter any 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).

16. Party Type. Group/Party Bookings

The organiser or leader of a group or party booking is responsible for providing the party details. Should you arrive at your accommodation with such a group without notifying us of the required details we have the right to refuse to hand over the accommodation to you. We are a family park and therefore do not except bookings from same sex or young groups.

17. Wheelchair/Disabled Persons

Regrettably the accommodation we feature is unsuitable for many visitors with mobility difficulties. To ensure the accommodation and location is suitable for visitors with a disability, it is essential that all booking requests from parties, including people with special needs, give us full and clear details of those needs at the time of booking. We also require confirmation as to whether or not the disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements.

18. Special Requests

These cannot be guaranteed, but every effort will be made to satisfy them.

19. Smoking

All our holiday accommodation is non-smoking.

20. 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". Circumstances amounting to "force majeure" 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, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond our control.

21. Your Pet

All our holiday rental accommodations DO NOT except pets of any kind.

22. Your Vehicles

Your vehicles, their accessories and contents are left entirely at your risk. We are not responsible for any loss or damage from or to any vehicle unless any loss or damage was caused through our own negligence or breach of statutory duty.

23. Our responsibility for your booking

We are responsible for making your booking in line with your instructions. However, in the event that we are legally responsible to compensate you we will compensate you for loss or damage that we and you could have reasonably foreseen at the time of entering the booking.. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

24. Comments or concerns

You must notify any shortcomings with your accommodation to ourselves immediately so that remedial action, if appropriate, can be taken. It may affect the investigation of your complaint and may impact on the level of compensation that you may be entitled to if you fail to notify ourselves of any complaint or claim during your holiday and write to us with full details within 28 days after your holiday had ended.

25. Data Protection Policy

In order to process your booking we need to use the information you provide such as name, address, any special needs etc. Proper security measures are in place to protect your Information. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law or under this booking.

26. Marketing

We will hold your information, where collected by us, and may use it to provide you with holiday or special offer information. If you do not wish to receive such approaches in the future, please write to us. We will not pass your information on to any third parties for marketing use without your permission.

The Following Rules Must Also Be Adhered To:

General

- 1) All customers will be issued with 2 security cards that will operate the security barrier at the top of the park and allow access to the toilet & shower blocks. Additional cards, required for any reason, will be charged at £20 each.
- 2) General household waste must be placed in waste sacks and when full must be conveyed in tied and unbroken sacks to the designated disposal point or recycling receptacles. Please note no other waste or larger items may be disposed of on site and such behaviour will be termed a breach of the park rules.
- 3) Hirers are not permitted to use motorised caravans, cars, vans or tents as additional sleeping accommodation. No tented structure, other than awnings, shall at any time be erected or stationed on the Park.

Behaviour

- 1) No profession, business, trade or agency of any nature may be carried out on the Park.
- 2) Renters and their guests are required to:
 - a) Act in a courteous and considerate manner towards the Company's employees and other customers of the Company.
 - b) To supervise children properly so that they are not a nuisance or a danger to themselves or others.
 - c) Not to commit any criminal offence at the Park or use the Holiday Home for the furtherance of criminal activity.
 - d) Do not commit any acts of vandalism or nuisance or use of any unlawful drugs.
- 3) No open fires are permitted on the Park or Beach.
- 4) No firearms, explosives, fireworks or other dangerous goods may be stored or used on the Park or the Beach. It is forbidden to carry offensive weapons or other objects likely to give offence on the Park.
- 5) Noise should be kept to a minimum and not cause annoyance to other Caravan or Holiday Home Owners or visitors. Noise, music or any other nuisance will not be tolerated after 11.00pm. Please keep noise to a minimum prior to 9am.
- 6) The area specifically designated for recreation is in the centre of the playing field where playground equipment is provided. It is the parents' responsibility to supervise their children whilst using the recreational facilities. The Company will not be responsible for damage occasioned to any persons or their belongings. The facilities are only to be used during daylight hours.
- 7) No alcoholic beverages may be consumed in any of the common areas of the Park.
- 8) The coin operated laundry facilities are for the use of park patrons only and must be left clean and tidy after use.
- 9) It is forbidden to interfere with any Company property, plant and machinery or disturb or damage any flora or fauna.
- 10) Children must be accompanied at all times by an adult who will be responsible for their safety.
- 11) Children may not ride bicycles, so as to cause nuisance to others and are not to be used in the areas in front of the Reception Complex or Tavern. Skateboards, roller-skates, rollerblades or micro-scooters are only permitted to be used in the designated skate area on the play area and must not be used on the roads around the Park.
- 12) No kites are to be flown on the Park.
- 13) No games, including ball games, shall be played in any location on the Park other than the designated play areas.
- 14) Vandalising or defacing site property will lead to the termination of the Seasonal Licence Agreement. The Company reserves the right to claim damages against a Seasonal Pitch holder if anyone occupying their caravan causes damage to park property.

Vehicles, Boats etc

- 1) Not more than one car may be parked adjacent to the rental accommodation; any additional cars must gain the permission of the park manager and be parked in the visitors car park.
- 2) All drivers are requested to observe the 10 mph speed limit within the Park at all times.
- 3) Only private motor vehicles may be brought onto the Park and drivers are asked to keep to the designated road areas.
- 4) Vehicles must be adequately insured and comply with all relevant legislation in force.
- 5) Drivers must hold a current driving license applicable to the class of vehicle being driven. Learner drivers are NOT permitted to drive vehicles on the Park.
- 6) No motorcycles, mopeds, other motorized vehicles, personal watercraft, wet bikes, trailers, jet skis, remote controlled vehicles or similar devices are permitted on the Park or beach.
- 7) Parking of vehicles on the beach is strictly prohibited and local by-laws applicable to the beach and adjoining water should be observed at all times.
- 8) Authorised tractors only are allowed on the Park and must be parked in the designated parking area.
- 9) Hirers are not permitted to bring boats of any sort onto the Park
- 10) Motor vehicle repairs may not be carried out on the Park. Washing of vehicles on site is not permitted.
- 11) The washing of cars on the park using hosepipes is prohibited. The use of power washers on the Park is prohibited.
- 12) We ask cyclists to ride with care and concern for everyone. Cycling is only allowed on the roads.
- 13) Guests must ensure that their personal and vehicle insurance covers third party liability whilst within the park.

Liabilities & Insurance

- 1) The site and its facilities are used entirely at the guests own risk. No refunds will be made under any circumstances.
- 2) St David's Park shall incur no liability whatsoever in the event of any part of the site or any of the facilities being unavailable because of unforeseen circumstances or circumstances beyond the Park's control.
- 3) The Company is absolved of all liability for accidents, loss or damage to any person or property.
- 4) St David's Park and its employees shall not be liable for any loss, damage to or theft from any caravans unless the same be caused or contributed to by negligence or default on the part of the Company, its servants or agents.
- 5) Caravans, cars and all other property are on the Park entirely at the owner's risk. The Company and their employees and agents shall not be liable for loss, theft or damage to or from any holiday home or other property.
- 6) The Company and their employees and agents shall not be liable for any injury, accident or mishap to any person or property on the Park engaged in any permitted or forbidden activity whether or not the same be caused or contributed to as a result of negligence or default on the part of the Company, their employees or agents.
- 7) The Company shall not be held responsible for the loss or theft of any rental accommodation keys.
- 8) The Hirer shall indemnify the Company and keep him indemnified from and against all actions, proceedings and claims by third parties in respect of any loss, damage or liability caused by or arising out of any wilful neglect or default by the Hirer and or members of household, guests or visitors.

ACKNOWLEDGEMENT OF TERMS & CONDITIONS OF HIRE

Any dispute arising from or on the construction or interpretation of the above Terms & Conditions of Hire shall be determined by the Company whose decision shall be final. Failure to comply with the Terms & Conditions may result in immediate termination of the Hirers stay. All Hirers must sign a copy of these Terms & Conditions. The signed copy of the Terms & Conditions of Hire is to be held by the Company and a copy issued to the Hirer. Copies of the Terms & Conditions of Hire are available at the offices of the Company.

By signing below, I do hereby agree to adhere to the Terms & Conditions as set out above:

SIGNED..... DATE.....