

# Haulfryn Holidays

## Bookings Terms & Conditions

### 1. Introduction

- 1.1. We are Haulfryn Limited, Clarion House, Norreys Drive, Maidenhead, Berkshire, SL6 4FL, United Kingdom. Our company registration number is 10780135 and our VAT registration number is GB402 7242 36.
- 1.2. By booking with us, you confirm that you accept these booking conditions and any other written information we bring to your attention before confirming your booking.
- 1.3. Meanings and expressions used in this document
  - 1.3.1. "we/our/us" means Haulfryn Limited
  - 1.3.2. "you/your" means the person making the holiday booking
  - 1.3.3. "holiday party" means those named on the holiday booking
  - 1.3.4. "homeowner" means the owner of the accommodation who sublets their home through Haulfryn Group Ltd
  - 1.3.5. "representative" means our employees, contractors or agents acting on our behalf
  - 1.3.6. "force majeure" means circumstances beyond our control including (but not limited to) industrial disputes, natural disasters, fire, technical problems, bad weather and acts of government.
- 1.4. The terms and conditions for bookings may change from time to time. Please check at the time of booking.

### 2. Your Booking

- 2.1. The accommodation we offer can only be used for holidays for the period of your booking, and you have no further rights. No booking is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar applicable legislation.
- 2.2. Your booking is available for your personal, non-commercial use only. You may not offer for resale any booking or service.

### 3. Website details

- 3.1. Website descriptions and photos are intended to present a general idea of the accommodation and its facilities or services and are not recommendations. There may be differences between the actual accommodation and its description. Some facilities may be unavailable or restricted, and we will notify you when we become aware of this.
- 3.2. Wi-Fi availability is provided for pleasure, not for business use, and is subject to network conditions and is not guaranteed.
- 3.3. We try to ensure our website is free from inaccurate or misleading information about the accommodation and/or facilities on park and accept no liability for errors unless we have been negligent. We will correct any known inaccuracies promptly.

### 4. Making a booking

- 4.1. By entering this booking, you must be 18 years of age or older and you agree for yourself and the members of your holiday party to comply with the terms and conditions set out below. You agree to and should read the terms and conditions carefully and discuss anything with us which you do not understand.
- 4.2. You must inform us of any medical condition, allergies or disability affecting you or any holiday party members before booking. If we cannot accommodate your needs, we may cancel your booking without any liability to you. Please contact the park reception team for further information regarding assistance.
- 4.3. You must inform us of any special requests when making your booking. Such requests do not form part of the condition of booking, and we cannot guarantee such requests will be met. If we cannot accommodate your special request(s), we may cancel your booking without any liability to you.
- 4.4. You are responsible for making all payments to us.
- 4.5. 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. We will issue you with a booking confirmation by email. Should you not receive this from us within 7 days of making your booking, it is your responsibility to inform us.

- 4.6. You must check your booking confirmation as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document is 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.
- 4.7. We reserve the right to refuse any booking before we send written confirmation. If we do so, we will promptly let you know and refund you, but we will not have any legal or financial responsibility to you.
- 4.8. Even if we have sent you a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that:
  - 4.8.1. the booking is not legitimate.
  - 4.8.2. you are likely to breach these booking conditions or any restrictions or requirements stated on the accommodation advertisement.
  - 4.8.3. you have provided incorrect information.
  - 4.8.4. you have behaved in a vexatious, abusive or unlawful manner to us, our representatives or our staff.
- 4.9. If we cancel your booking in these circumstances, we will tell you in writing and we will not have any legal or financial responsibility to you.
- 4.10. We recommend that you take out travel insurance to cover you and your holiday party's needs for your total stay.

## 5. Payment

- 5.1. When you book you must pay the full deposit which is equivalent to 20% of the total holiday cost.
- 5.2. We must receive your balance payment on the final payment 6 weeks before your holiday start date. For bookings made within 6 weeks of your holiday start date, you must pay the full amount when you make your booking.
- 5.3. Failure to pay by the final payment date will result in your booking being cancelled immediately and the provisions of clause 9 (Cancellations by you) will apply.
- 5.4. You must pay by debit or credit card, and we only accept payment in pounds sterling. There is no charge for debit or credit card payments. However, if your bank refuses to make payment for any reason, an administration charge of £35 may apply.

## 6. Security Deposit

- 6.1. You will need to validate or pre-authorise a debit or credit card for a security deposit of £250 before checking in. No payment is taken at the point of validation or pre-authorisation, and no card details are stored by us.
- 6.2. You shall be responsible for all damages or breakages caused by you and/or members of your holiday party to the property or its contents.
- 6.3. Reasons for monies being taken from your account are not exclusive to but may include:
  - 6.3.1. Contents of the accommodation are found to be missing, broken or have been damaged beyond normal wear and tear or reasonable use.
  - 6.3.2. Damage has been caused to the accommodation itself.
  - 6.3.3. Cleaning charges more than the normal level of cleaning.
  - 6.3.4. Smoking has occurred inside the accommodation.
  - 6.3.5. Animals have been inside a non-pet friendly holiday accommodation.
  - 6.3.6. Any outstanding monies on your account, including late check out fees.
  - 6.3.7. Lost keys for the accommodation.
- 6.4. Your accommodation will be in a clean, tidy and in a well-presented manner for your arrival. If you believe this is not the case, please notify a member of the park reception team on the day of arrival so we can rectify any issues or make a note of anything that you have brought to our attention. Written confirmation of any issues raised should be obtained from the park reception employee it was reported to.
- 6.5. Any issues that are not highlighted to a member of park staff on the day of arrival will be included in the post departure assessment of the holiday accommodation & may result in a claim against your security deposit.
- 6.6. For any claims against your security deposit, we shall inspect, provide a quote for the repair or replacement and notify you, within 72 hours of your check out date, of the full amount we will claim from your security deposit.

- 6.7. If the cost of the repair or replacement exceeds the value of the security deposit, you will be contacted by a member of the park reception team to make payment for the additional amount due. You will have 72 hours to settle the full balance.
- 6.8. Monies may also be held by us because of a breach by you and/or members of your holiday party of any of the following rules or regulations on Park relating to:
  - 6.8.1. Our Park Rules – a copy can be requested from the park reception team.
  - 6.8.2. Health and safety including hot tub rules.
  - 6.8.3. Our facilities.
  - 6.8.4. Smoking (including E-cigarettes) outside of designated areas.
  - 6.8.5. Criminal activity including drug use.
  - 6.8.6. Dangerous driving or speeding.
  - 6.8.7. Excessive noise or nuisance.
  - 6.8.8. Behaviour towards other guests, employees and/or representatives.
- 6.9. If any of the above are found to be true, we may retain your Security deposit as appropriate at their sole discretion.
- 6.10. A 20% administration charge will be applied to any product, works or service carried out by one of our representatives.

## **7. Pricing**

- 7.1. All quoted prices are inclusive of taxes and charges at the current rate at the time of booking. Any changes in tax rates or government charges may result in additional amounts becoming payable post-booking.
- 7.2. We reserve the right to alter prices in our brochure or on the website. We will advise you of the current price when you make the booking.
- 7.3. Prices are for the entire accommodation and are not per person.
- 7.4. Extras are available at an additional cost to the accommodation price.

## **8. Changes by you**

- 8.1. Once a booking has been confirmed by us to you, should you require it to be changed, an amendment fee will be charged. Please contact the park reception team for further details.
- 8.2. You cannot transfer your booking within 10 weeks of arrival or once the balance has been paid. This is subject to availability and payment of the amendment fee and any difference in price.
- 8.3. All changes must be made by the lead person who made the booking.

## **9. Cancellation by you**

- 9.1. No refunds are payable if you cut short your stay or reduce the number of guests on the booking.
- 9.2. If you cancel your booking, in addition to our booking terms and conditions, the following cancellation terms are also included.
- 9.3. You must notify us if you wish to cancel your booking after it has been confirmed. The day we receive your notice to cancel by phone or by email is the date on which we will cancel your booking.
- 9.4. You will have to pay a cancellation charge based on the number of days before your booking that we receive notice, as shown in the table below. If you have not paid the total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.
- 9.5. In the table below, total accommodation cost means accommodation rental price excluding any extra items charged by us such as charges for pets, welcome packs or cots including administration or amendment fees charged by us.
- 9.6. Haulfryn Holiday Cancellation Plan fees (if applicable), administration or amendment fees are non-refundable.
- 9.7. The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time, considering the expected costs and income from alternative deployment of the accommodation (if possible).

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge (in addition to any fees, Haulfryn Holiday Cancellation Plan fees, administration or amendment fees you have already paid which are non-refundable)
More than 42 days	Full standard deposit
29 to 42 days	75% of total accommodation cost
8 to 28 days	90% of total accommodation cost
7 days or less	95% of total accommodation cost

## 10. Cancellation by Haulfryn

- 10.1. We reserve the right to make changes to your booking. If there is a mistake, including pricing, we reserve the right to adjust the price to correct the mistake. If you choose not to accept this then the contract between us will be invalid and you will be entitled to a refund. You won't, however, be entitled to compensation, nor to have the stay at the lower price.
- 10.2. If we need to make changes to your booking, we will contact you by phone or by email as soon as is reasonably practical. We will explain what has happened and let you know about the change; however, we will not have any further liability to you.
- 10.3. In all circumstances including those arising from force majeure we do not pay compensation or out of pocket expenses.

## 11. Accommodation rules

- 11.1. **Arrival and departure:** You may arrive at your accommodation any time after 4pm on the first day of your booking and must leave by 10am on the last day (unless we tell you otherwise). If your arrival is delayed beyond 8pm on the start date, you must notify us. Failure to do so may result in difficulty accessing the accommodation. If you fail to arrive by 12 noon on the second day of your booking and haven't informed the park reception team of your late arrival, we may consider your booking cancelled by you, with no refund payable.
- 11.2. **Security deposit:** We require payment of a security deposit as detailed in clause 6.
- 11.3. **Park environment:** Our Parks are situated in rural locations or on the coast so please be aware that there may be wildlife present and some insects may make their way into your accommodation which we cannot be held responsible for. It is advisable to familiarise yourselves with your holiday environment as soon as you arrive and always exercise caution around wildlife. Please take care when walking around the Park especially on grass, in wooded areas or uneven surfaces particularly at night. We advise you carry a pocket torch at night to avoid any accidents.
- 11.4. **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. Parking and other regulations may vary from one Holiday Park to another. It may not always be possible to park directly next to your accommodation due to the layout of the park and most accommodation will only have space for one vehicle. If you are travelling in more than one vehicle, please ensure you notify the park reception team before arrival so they can advise where to find additional parking. Please always observe parking rules on park.
- 11.5. **Behaviour:** Our employees can deny access to the accommodation or end your stay if anyone in your holiday party behaves unreasonably, causes offense or damage, disrupts others, or violates booking conditions or restrictions on the accommodation advertisement. If we or our representatives believe this is likely or if any such behaviour occurs, the contract will end, you must leave immediately, no refund will be given, and you may be responsible for any costs incurred by the us due to your behaviour. We will not have any further responsibility to you. You and your holiday party agree:
  - 11.5.1. to keep the accommodation clean and tidy, and leave it in the same condition as you found it (if, in our or our representative's opinion, additional cleaning and/or repairs are required, you will be responsible for the cost).
  - 11.5.2. not to use the accommodation for any illegal or commercial purpose.
  - 11.5.3. not to sublet the accommodation or any part of it or otherwise allow anyone not in your holiday party to stay.
  - 11.5.4. not to behave in an anti-social manner or act in a way which may disrupt or affect the enjoyment of others.
  - 11.5.5. to comply with any restrictions or requirements specified in the accommodation advertisement, such as regarding holiday party composition.

- 11.5.6. to comply with any rules or requirements on the park, in the accommodation or in our facilities; and
- 11.5.7. that failure to comply with the above will result in your booking being cancelled and we will not have any legal or financial responsibility to you.

11.6. **Damage:** You are responsible for the actions and omissions of all guests staying at the accommodation during the booking and agree to pay the us for all costs incurred by us or the homeowner because of any breakage or damage in or to the accommodation caused by you, your holiday party or anyone you invite round. You need to check contents for damage on arrival. If you discover that anything is missing or damaged on arrival, please notify us immediately.

11.7. **Maximum occupancy:** You and your holiday party agree to follow the maximum occupancy for overnight stays as stated on the website and to obtain consent from us for any visitors or events (such as parties/celebrations or gatherings). You must tell us before booking if your group booking is a stag/hen party or same sex group. We reserve the right to refuse these bookings. Failure to comply with these obligations could result in cancellation of your booking, refusal of entry to accommodation or repossession, with no refund payable to you and no responsibility on the part of us.

11.8. **Smoking (including e-cigarettes):** is prohibited in all accommodations and outside in public areas, including shared facilities.

11.9. **Pets:** dogs (unless a registered assistance dog) are not allowed unless the accommodation booked specifically says that they are and always only up to 3 dogs per accommodation. There may be an additional charge payable for pets, please ask the park reception for details – there is no charge for registered assistance dogs. We do not permit bookings for any other pets outside of dogs. We can refuse to entry to the accommodation to you, or can repossess it, if you bring a pet with you which we do not permit, at our discretion, believe an animal may be dangerous or may disrupt or affect the enjoyment of others, including any animals on site or close by. You are responsible for cleaning up after, the supervision and behaviour of your dog and they must be always secured on short leads in public areas. Dogs are not allowed in bedrooms or on beds and must not be left on their own in the accommodation or decking/garden area. If an accommodation offers a deck/garden area, this does not mean that it is suitable, secure or impenetrable to dogs. If you or any holiday party member has a pet allergy, we cannot guarantee that pets, such as registered assistance dogs, have not stayed in your chosen accommodation. We do not accept any responsibility for any pet related health reactions.

11.10. **Right of Entry:** We reserve the right to enter the accommodation

- 11.10.1. without prior notice in special circumstances including emergency situations (for example if repairs need to be carried out) or if there is a breach, or suspected breach, of booking conditions or any other applicable terms; and
- 11.10.2. on reasonable prior notice to conduct inspections, including cases where you have reported issues with the accommodation. By agreeing to these terms, you consent to granting us or our representatives such access.

11.11. **Electricity, Gas & Water:** These are included in your accommodation cost.

11.12. **Linen, towels and keys:** Except for cots, bed linen (duvets / blankets /sheets) and towels are provided. Please take bed linen for cots with you as required.

## 12. Comments or concerns

12.1. **Complaints about our booking process:** You must tell us promptly (in writing) and before travelling about any complaints with our booking services. We cannot accept liability where complaints are not promptly reported, or for complaints for which we are not given the time to respond. If we are found to be at fault in relation to our services, we will not be liable for more than the booking value, plus any reasonable expenses we agree.

12.2. **Limitation:** We do not exclude or limit what we will be legally responsible for, including if death or personal injury is caused because of our, or our employees', negligence, or for any criminal act we may commit. We cannot be held responsible for:

- 12.2.1. noise or disturbance which comes from beyond the boundaries of the accommodation, or which is beyond our control,
- 12.2.2. the failure of public utilities such as water, gas and electricity; and
- 12.2.3. changes or closures to local services or attractions. We are not responsible for faults with any accommodation which is under the control of the homeowner. Even if everything goes wrong and you do not receive any benefit from the stay, and we are found to be wholly or partly responsible to you, we limit the maximum we will be liable to pay you to the rental cost of the accommodation.

- 12.3. **Complaints about your accommodation:** If you have a complaint about your accommodation or suffer an accident in it, you must:
  - 12.3.1. tell us promptly.
  - 12.3.2. allow us or our representative a chance to react/put right any issues before your departure; and
  - 12.3.3. communicate with us directly about any follow up.
- 12.4. **Formal complaints:** If having followed the procedure in 12.3 you feel that a complaint has not been resolved to your satisfaction, please put your complaint in writing (with any photos). You must submit your complaint within 28 days of returning from your stay. You can email us at [feedback@haulfrynholidays.co.uk](mailto:feedback@haulfrynholidays.co.uk), marked for the attention of the Customer Relations Department. We do not accept formal complaints or accident notifications by social media. Failing to follow the above complaints process may affect your entitlement to claim compensation (if appropriate).
- 12.5. **Events beyond our control:** Unless otherwise stated in these booking conditions, we are not responsible, nor will we compensate you, for events beyond our control which could not be avoided, despite reasonable measures. Examples are warfare, terrorism, civil strife, significant health risks (e.g. epidemics, pandemics), weather, natural disasters, government or authority actions, industrial disputes/strikes, failure of utility services, lock closures, fires, leaks, unavoidable transport issues and similar events.

### 13. Marketing

- 13.1. We will hold your information, where collected by us, and may occasionally send you offers for holidays like the one you've booked. If you don't want to hear from us, you should notify us when booking or you can contact us to opt out or unsubscribe at any time. We will never share your data with third parties for their marketing purposes.

### 14. Data protection policy

- 14.1. Please see the Privacy Notice on our website (<https://haulfrynholidays.co.uk/privacy-notice>) which explains how we will process your personal information. By submitting your personal information to us, you agree to our use of the information, including sharing your personal information with our representatives for the purposes of the provision of the booking.

### 15. Other Terms

- 15.1. No representative, agent or employee has the authority to amend or waive any of these booking conditions. No amendment, variation, or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.
- 15.2. Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England.
- 15.3. If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void, or unenforceable, that provision will be interpreted in a way to reflect as closely as possible the original intentions of the parties. If any provision is found to be invalid, the rest of these booking conditions will fully remain effective permissible by applicable law.
- 15.4. We may transfer our rights and obligations under these booking conditions to another person or organisation. If a transfer is planned, we will notify you. If you are unhappy with the transfer, contact us within 14 days of being notified to end the contract, and any advance payments for unprovided services will be refunded.