



## 5 Brigham Holiday Park Terms & Conditions, Booking Contract & Cancellation Policy

### **General**

These terms and conditions (the “**Booking Contract**”) are between and shall bind the property owner (“**we**”, “**us**” and “**our**”) and the holidaymaker(s) who book our property (the “**Property**”) through our own Websites holidayincumbria.co.uk or holidayincumbria.com (the “**Website**”). Each such booking is referred to in the Booking Contract as a “**Booking**”. References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party.

The Contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival. We must be provided with a list containing the names, number of adults &/or children in the group and contact details of all guests via email.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

The payment facilitator used by us on your Booking will be Stripe Payments UK Ltd (“**Stripe**”), and has its registered office is 9th Floor, 107 Cheapside, London, EC2V 6DN.

For the avoidance of doubt, you acknowledge and agree that the owner and provider of the Property is us and not Stripe.

### **Making your Booking**

There is only one way in which a Booking can be made by you:

- fully complete the booking request form via the Website (“**Booking Request Form**”) and pay the full payment or Initial Deposit for the Property to Stripe once we have accepted your booking request. The Booking shall be made and this Booking Contract shall be effective once the Initial Deposit (as defined below) or full payment has been received by Stripe and you have received an email confirming the Booking and you have read the Cancellation section (as defined below).

If the Booking Request Form requires that you:

- make a payment in full, then you must pay the full amount for the Booking to Stripe by the due date; or
- pay an initial deposit (the “**Initial Deposit**”) followed by a balance payment (the “**Balance**”), then you must make both payments to Stripe within the specified time periods. **The initial deposit must be paid within 3 days of receiving our confirmation of booking email and the balance payment must be paid at least 40 days before your arrival date.**

You shall be required to pay the applicable Cleaning Fee and/or any other fees (“**Other Fees**”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of the Booking Request Form before making any payment to Stripe regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

### **Paying for your Booking**

Where you have only paid the Initial Deposit, you are required to send to Stripe your payment for the Balance and you may be required to pay the Cleaning Fee and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the “**Arrival Date**”). If you fail to make the balance payment due to us to Stripe in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

### **If you cancel or amend your Booking**

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described below (“**Cancellation Policy**”) applies to your Booking and Stripe will refund any amounts due to you in accordance with the agreed Cancellation Policy.

In the event that:

- any Balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or
- you do not arrive at the property within 24 hours of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

### **If we cancel or amend your Booking**

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, Stripe will refund

any fees you have already paid to them. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

## **The Property**

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you via Stripe for fees already paid to us.

## **Your obligations**

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property, internally or externally, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at the Property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including illness which also covers Covid-19, evacuation and repatriation coverage). If you start to show symptoms of Covid-19 or test positive while staying at our property you must vacate as soon as possible, you or any member of your party must not under any circumstances self isolate at our property and you must inform us immediately if you have to vacate the property for this reason.

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

## **Pets**

We allow one medium or two small dogs to stay free of any additional charge. We may allow more dogs to stay but this must be agreed in writing before arrival. No other kinds of pets are accepted.

## **Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature.

(for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.

For the avoidance of doubt, you shall always contact us and not Stripe if you have any complaint in relation to your Booking or the Property.

## **Limit of Liability**

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, Stripe shall not be liable to you or responsible for:

- any issue between you and us regarding the Booking;
- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

## Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

## Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract. We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

## Cancellation Policy

If you need to cancel your booking you must notify us in writing or email us as soon as possible.

If your booking has to be cancelled because our property is put under Government Restrictions and has to close and the period of closure covers your booking **you will be refunded in full.**

In the event that your given address is put into Local/Regional Lockdown rendering you unable to travel, and the period of restriction covers your booking **you will be refunded in full.**

If your booking has to be cancelled because our property has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: **(a)** acts of God, flood, drought, earthquake or other natural disaster; **(b)** epidemic or pandemic; **(c)** terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; **(d)** nuclear,

chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (h) failure of utility service, and the period of closure covers your booking you **will be refunded in full**.

**Customer inability (or the inability of any, some or all of your intended party) or disinclination to travel to and stay at our property for any reason.** This includes - but is not limited to - illness (including Covid-19) a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain your risk and do not give rise to a right to cancel or to receive a refund unless we re-let our property, other than according to the sliding scale below. you are strongly recommended to take out UK travel insurance to cover these eventualities. **if you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

Number of days before start of holiday that notification of cancellation is received*	The percentage of the total of booking value payable by you
More than 60 days	5% of the booking cost
45 - 59 days	40% of the booking cost
30 - 44 days	50% of the booking cost
3 - 14 days	90% of the booking cost
0 - 2 days	100% of the booking cost

\*In order to ensure speedy receipt, and thereby processing of cancellations, we recommend that you send written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by us. Any amounts due for refunding will be made within 14 days.

On receipt of the cancellation, the above Chart states the amount you remain liable for at that point in time. We will then use reasonable endeavours to obtain a replacement booking. In the event that we are successful in obtain a replacement booking, we will refund to you the total amount paid by you for the booking less the 5% Booking Fee and less the difference in price between your booking and the replacement booking if one is made.

For example: A £500 booking, fully paid, cancelled and re-let for £450, means the you will be refunded as follows, £500 - 5% fee equals £475, - £50 rebooking shortfall, = Refund of £425.

It is the responsibility of you to acquire suitable travel insurance for you and your party to cover the booking. We strongly recommend that you acquire suitable insurance to cover circumstances beyond your control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness - including Covid-19 and shielding, family emergencies and travel delays.

Covid-19 is now a known risk and it is possible for you to insure your holiday against it. This can include you or any of your party having Covid-19, you or any of your party having to isolate or quarantine, or you wishing to shield any Members of your party.

There are several options which include cover for Covid-19 related cancellations available from organisations like: <https://www.trailfinders.com/insurance#/step1> or <https://www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html> or <https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx> or comparison sites like: [www.gocompare.com](http://www.gocompare.com). We are not selling, promoting, endorsing or recommending any particular product, and do not benefit financially or have any formal relationship with any of these providers.

We reserve the right to change our Terms & Conditions, Booking Policy & Cancellation Policy as we may deem necessary from time to time or as may be required by law.

Any questions please contact us (Karen & Robert Powell)

Email:- [plot5\\_brighamhp@outlook.com](mailto:plot5_brighamhp@outlook.com) or Telephone:- 07951 483462.