

Holidaymaker booking Terms & Conditions for Williams Leisure Group

Part 1- 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. 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")

Business name:	Williams Leisure Group
Address:	Head Office, Lucksall Caravan and Camping Park Mordiford, Hereford, Herefordshire, HR1 4LP
Contact:	Reception
Telephone:	01432 870213
Email:	Info@williamsleisure.co.uk

Who may stay with us

Williams Leisure Group aims to provide a relaxed holiday environment and we make as few rules as possible. Those that exist are for the benefit of all our guests and therefore, we ask you to abide by them.

We want our parks to be enjoyable for all our guests so regret that in some circumstances, we may turn down bookings.

We want to give you and everyone else in the park a great holiday. If you are travelling as part of a group and you're using more than one pitch, please can you mention this when booking or pre-warn the park so we can try to keep everyone happy. If you arrive in a group and haven't made a booking, we may be unable to book you in.

Who may stay with us

1. We cater for families and couples
2. The person who signs the Booking Form is responsible for the booking and must be 18 years of age.
3. Your booking is personal to you and you cannot assign or transfer it to any other person.
4. Only the person named on the Booking Form may stay with us and the Person on the booking confirmation should be present when checking in to our Parks.
5. You must notify us at the point booking of the total number in your party (including children, babies and animals). This total number must not be more than the capacity of your holiday home/ mobile unit, which in most cases, will be six people, maximum.
6. Your booking is personal to you and you cannot assign or transfer it to any other person.

How to booking

7. Bookings can be requested in the following way:

7.1 You may use the provisional booking request form

7.2 By telephone on 01432 870213

8. 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.
9. A booking is accepted, and a contract exists when you receive Booking Confirmation from Williams Leisure Group.
10. 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.
11. We reserve the right to refuse any booking.

The price you pay

12. Our prices include VAT
13. Payment for the holiday must be paid in full at the point of booking or 13 days prior to arrival date.
14. 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.

Special Requests

15. Please let us know if you have any special requirements when making your booking and we will do our best to accommodate your needs.

Similarly, please let us know when you book if you'll be celebrating something special while you're with us, and especially if you're planning to have a party. We want to make sure your plans will fit in with the environment of our park, so we would need to approve this before taking your booking.

Every effort will be made to allocate touring pitches as requested and we'll always do our best to give you exactly what you've booked and try and cater for your needs, however, this cannot always be guaranteed.

Arrivals and departures

16. You must tell us if you are likely to arrive later than 6pm. You may not arrive after 7pm. If you're planning to arrive after 6pm or are running late, please let the park know so we can make arrangements for your arrival.
17. If we have not heard from you within 24 hours of your expected arrival date your booking will be removed and you will forfeit any monies received.
18. You must vacate by 11am on the day of your departure.
19. We will try to allocate you the location of your choice, but bookings are not conditional on this.
20. Your location 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

21. 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.
22. 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.
23. Either if 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 reason outside of 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.

Other cancellations

24. 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.
25. If you cancel under clause 24, 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 14 days before start date	Refund holiday payment received: less admin charge
Cancellation received more than 10 days but no more than 14 days before start date	Charge is 30% of holiday payment received: 70% refund
Cancellation received more than 7 days but no more than 10 days before start date	Charge is 60% of holiday payment received: 40% refund
Cancellation received 2 days or less before start date	Charge is 100% of holiday payment received: no refund
Admin charge: minimum of £10	

26. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 24 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.
27. We may cancel your holiday if you breach of these terms and conditions. Clauses 51-52 for further details.

Authorised means of payment

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

- By credit or debit card in person in the Park office, by phone or via the online payment platform. Please note that we do not accept payment by American Express.

Complaints

29. We hope that you have enjoyed your stay and that we will see you again soon! However, if you have not enjoyed your visit, 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 7 days of your departure and we will try and help.

Here's what to do if you need to complain:

- a. If there's something wrong with your pitch, please tell reception staff straight away so we can try to put things right.
- b. If the problem is with your pitch or the facilities and you're still unhappy after we've tried to put things right, you can leave on the first day of arriving for your holiday and we'll give you a full refund.
- c. If you would like to complain after leaving the park, please email info@williamsleisure.co.uk within seven days of exiting the park. The letter or email must be from you (the lead booker) as you're the person we made this agreement with. Please make sure you write your booking reference number of your letter or email and include your daytime/evening phone number and postal address.
- d. A member of our team at Williams Leisure will contact the park to find out what happened. We'll try to write back to you within 14 days of receiving your letter or email.

Personal Data

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

Other goods and services

31. We would like to contact you about good 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) 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

32. You may ask us to stop contacting you with this information at any time.

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

Our promises to you

34. 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 except where exceptional circumstances prevent us from doing so.

35. 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 of our control.

36. We will insure the Park against usual third-party risks

Your promises to us

When you make a booking request, you're agreeing to follow our terms and conditions. We do have the right to turn down your booking request- if, for example, we don't have space or we think you'd spoil things for other guests. Specifically, you agree that you will:

37. Keep to these terms and conditions and the Park Rules.

38. Stay with us only for holiday and recreational purposes.

39. Pay promptly for your holiday and other charges due to us.

40. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Island, 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 judgement that we may obtain against you.

41. Not cause any damage during your holiday.

42. Not do or fail to do anything which might put us in breach of any conditions 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.

43. Not make any alteration to any accommodation or pitch.

44. 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:

45. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on Park including other customers.

46. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.

47. Not to:

47.1 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 cause you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

47.2 Use the Park in connection with any criminal activity or commit any other criminal offence (i.e any offence not already subject to clause 47.1) at the Park or in its vicinity;

47.3 Commit any acts of vandalism or nuisance on the Park

47.4 Use fireworks/Chinese lanterns on the Park

47.5 Keep or carry any firearm or any other weapon on the Park

47.6 Keep or use any unlawful drugs on the Park

47.7 Create undue noise or disturbance or commit antisocial behaviour on the Park

47.8 Carry on any trade or business at the Park

47.9 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.

47.10 Use electric hover boards, electric scooter and e-scooter (excluding mobility scooters). Drones. Fire pits.

48. 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

49. 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.

50. 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 45-48 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.

Changing the Park Rules

51. 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.

52. 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

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

54. 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.

55. 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.

Communications

56. 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.

Meaning of expressions use in this Agreement

57. "**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 term and conditions.

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

59. "**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.

60. "**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.

61. "**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 this Agreement.

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