

Holidaymaker Booking Terms and Conditions for Berthlwyd Hall Holiday Park

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

Your contract will be with Berthlwyd Hall Holiday 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.

Part I

Your booking

Access Statement

1. 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. For a copy of our access statement, or if you need these Terms and Conditions in a different format, please contact us on 01492 592270 or email us at info@berthlwydpark.co.uk

Park owner (referred to as "we/us/our")

Business name: St. David's Leisure

Address: Berthlwyd Hall Holiday Park, Llechwedd, Conwy, LL32 8DQ

Telephone: (01492) 592270

Email: info@berthlwydpark.co.uk

Who may stay with us

2. The person who completes the online Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.
3. Only the people named on the Booking Form, or when the booking is made by another means, may stay with us.
4. Your booking is personal to you, and you cannot assign or transfer it to any other person.
5. The 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. We can provide highchairs, we do not provide cots. Cot space in some bedrooms/accommodation types is limited.
6. The hire property shall be used solely for the holiday purposes and the hirer shall not 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.
7. Hirers are not permitted to use motorised caravans, cars, vans, or tents as additional sleeping accommodation.
8. Pets are not permitted to stay in our accommodation.
9. We are a family park and therefore do not except stag or party bookings. We do not accept bookings from large non-family groups, please call to discuss our groups policy if required.

How to book

10. Bookings can be requested in the following ways:

10.1. By telephone on (01492) 592270.

10.2. Online www.stdavidsleisure.com

11. A contract exists when we have issued our confirmation to you.

12. 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.

13. We reserve the right to refuse any booking.

The price you pay

14. Our prices include VAT.

15. The price will not be subject to any change unless the rate of VAT changes.

16. When you request your booking, you must pay a deposit of 25% of the price of your holiday or (if you are requesting to book 28 days or less before the start date) the full price.

17. 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.

18. 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.

19. 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.

20. The price you pay includes your linen and towels. Change of linen (upon request) will incur a charge (please contact the park for further information).

Arrivals and departures

21. Check-in time is from 4pm (subject to unavoidable delays).

22. You must tell us by 5pm if you are likely to arrive later than 7pm. You may not arrive after 9pm. If unable to arrive before 9pm on your check-in date, the earliest you may then arrive the next day is 9am.

23. You must vacate by 10am on the day of your departure. An additional charge may be made for a late departure.

24. Your location on the Park and directions to it will be confirmed one day prior to your arrival. An email with the directions will be sent to the email address provided on the booking confirmation. If you are in any doubt, please check with us.

Changes caused by exceptional circumstances

25. 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.

26. 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.

27. If the law prevents us from performing our obligations under these Terms & Conditions at all, for any reason which is not the responsibility of either party, we may ask you to postpone but will allow you to cancel if you prefer to do so. For these purposes, reasons which are your responsibility include any arising from your personal circumstances. Examples are ill health (except if the law prevents you from visiting or staying with us in consequence, for example because you are legally required to self-isolate) and any restrictions arising from your chosen career.

28. If you decide to cancel where clause 26 or clause 27 applies 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.

29. We 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.

Other cancellations

30. 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 in writing. You will receive a written acknowledgement of booking cancellation by us to the email on your original booking confirmation.

31. If you cancel under clause 30, 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 28 days before start date - Charge is 25% of holiday price, no refund.
- Cancellation received less than 28 days before start date - Charge is 100% of holiday price: no refund.

32. You are not entitled to any refund if you or any of your guests leave before the end of your holiday unless clause 26 or clause 27 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.

33. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 64-66 give further details.

34. 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

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

- By credit card payment in person at the Park office or by phone. We do not accept American Express.
- By debit card payment in person at the Park office or by phone.

Complaints

36. 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:

Christine Evans

Park Manager

(01492) 592270

Personal data

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

Location of privacy policy: <https://www.stdavidsleisure.com/Privacy-Cookies-Policy/>

Our promises to you

38. 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.

39. 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.

40. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

41. 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.

42. We will keep you informed on any change to facility availability. 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 weather conditions or any unforeseen circumstances affecting the activities and facilities on the park.

Your promises to us

You agree that you will:

43. Keep to these Terms and Conditions and the Park Rules.

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

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

46. 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.

47. Not cause any damage during your holiday.

48. Accommodation will be left in a clean and tidy condition. An inventory will be undertaken prior to your arrival and on departure to identify 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.

49. You agree that 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).

50. Not make any alteration to any accommodation.

51. 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

These standards will apply from when you request your booking until your holiday ends. Unless stated otherwise, they apply whether or not you are on the Park at the time.

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:

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

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

54. Not to:

54.1. 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);

54.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 54.1) at the Park or in its vicinity;

54.3. Commit any acts of vandalism or nuisance on the Park;

54.4. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park or Beach;

54.5. Keep or carry any firearm or any other weapon on the Park;

54.6. Keep or use any unlawful drugs on the Park;

54.7. Create undue noise or disturbance or commit antisocial behaviour on the Park;

54.8. Carry on any trade or business at the Park;

54.9. 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.

55. 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. Skateboards, roller-skates, rollerblades or micro-scooters are not permitted to be used on the roads around the Park.

56. Noise should be kept to a minimum and not cause annoyance to other Caravan or Holiday Homeowners or visitors. Noise, music or any other nuisance will not be tolerated after 11.00pm. Please keep noise to a minimum after 9pm and before 8.00am.

57. 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.

58. No alcoholic beverages may be consumed in any of the common areas of the Park.

59. It is forbidden to interfere with any Company property, plant and machinery or disturb or damage any flora or fauna.

60. Smoking is not permitted in our rental accommodation.

61. 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

62. 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.

63. 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 52-63 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.

64. If we cancel your booking under clauses 64 or 65 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

65. 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.

66. 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

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

68. 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.

69. 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.

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

71. You will be issued with a security code that will allow access to the swimming pool. Swimming pool rules are supplied separately, and must be adhered to at all times.

Communications

72. We agree that any letters or other communications between us shall be sent by Email using the details for us in these Terms and Conditions and you on your booking form.

Interpretation

73. "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.

74. "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.

75. "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.

76. "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.

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

Part II

Our Park Rules

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