

Terms & Conditions

Introduction

Please read these terms and conditions carefully as they form part of your agreement with us together with:

- your Confirmation of Booking; and
- the Park Rules

If there is any part of these terms and conditions that you do not understand, then please discuss it with us before making a Booking.

1. Definitions

1.1. The definition of the words below are as follows:

1.1.1. **Accommodation** means the accommodation that we are providing to you as set out in the booking confirmation email. These terms and conditions apply to all categories of accommodation: Holiday Homes, Holiday Cottages, Skylight Cabins, Horizon Heights Villa, Camping Pods, Shepherds Huts, Abbeyfield Touring Pitches, Sea View Campervan Pitches, and Tent Pitches.

1.1.2. **Touring Vehicle** means: campervan, motorhome, roof tent, caravan, horsebox, or trailer tent.

1.1.3. **Booking** means your request to use the accommodation.

1.1.4. **Confirmation of booking** means our acceptance of your booking;

1.1.5. **Park** means Durdle Door Holiday Park;

1.1.6. **Park Rules** means the rules of conduct and practice issued by us and apply to the use of the park and accommodation in general (a copy of the park rules can be found in the park reception, as an attachment on your booking confirmation email, and on our website);

1.1.7. **Terms and conditions** mean the terms and conditions set out in this document;

1.1.8. **You** and **your** means the person who made 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 under these terms and conditions;

1.1.9. **We/Our/Us** means Weld 1994 Settlement, trading as Durdle Door Holiday Park.

1.2. Any reference to **paragraphs** is regarding paragraphs in these terms and conditions.

1.3. The words '**writing**' or '**written**' will include e-mail unless we say otherwise.

2. Our Contract with You

2.1. These are the terms and conditions on which we will supply the accommodation to you.

2.2. When you submit your booking to us this does not mean we have accepted your booking. The booking will not come into force until you have received a confirmation of booking from us.

2.3. You are responsible for checking that the details of your confirmation of booking are correct. If any details in your confirmation of booking are incorrect, you are responsible for notifying us of this within 48 hours of making your booking.

2.4. You must be at least 18 years old at the time of making the booking. Any persons under the age of 18 will not be permitted to stay unless accompanied by a person 18 years old or over.

2.5. We reserve the right to refuse any booking. If we are unable to supply you with the accommodation, we will inform you of this.

3. Paying for the Accommodation

3.1. A deposit is required in order to create a booking. The remaining balance must be paid at least 30 days before the start of your booking. For bookings made less than 30 days in advance of your arrival date, you must pay the total cost of your holiday at the time of making the booking. Required deposits are as follows:

- Holiday Homes, Skylight Cabins, and Horizon Heights Villa: £50
- Holiday Cottages: 10% of booking value
- Abbeyfield Touring Pitches, Sea View Campervan Pitches, and Rookery Camping Pitches: 10% of booking value
- Camping Pods and Shepherds Huts: 10% of booking value

3.2. Payment can be made in any of the following ways:

3.2.1. Credit card;

3.2.2. Debit card;

3.2.3. Cash; or

3.2.4. BACS using the following details:

Weld 1994 settlement

Account no: 5468 2800

Sort Code: 15-99-00

IBAN: GB71 HOAB 1599 0054 6828 00

BIC: HOAB GB2L

3.4. If you do not pay the total amount of the booking by the date it falls due, we will write to you with a reminder. If you fail to make payment of the total amount of the booking within 14 days of the date of the holiday, we will assume that you wish to cancel your booking. If this happens, your booking will be immediately cancelled and the cancellation charges set out in paragraph 6.3 will apply.

4. Pricing of Our Accommodation

4.1. Once you have made a booking, the price will not be subject to any change.

4.2. It is always possible that, despite our best efforts, our holidays may be incorrectly priced. If we accept your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as incorrect, we may end the contract and refund you any sums you have paid.

5. Occupiers of the Accommodation

5.1. At the time of making your booking, you must provide us with the name and address of the lead customer intending to occupy the accommodation for the duration of your booking.

5.2. The person who made the booking is responsible for the behaviour of all persons in your booking and any visiting guests, including any children, and for ensuring they comply with these terms and conditions and the park rules.

5.3. You must ensure that any children in your booking are properly supervised by a responsible adult at all times.

6. When You May Cancel Your Booking

6.1. Changes caused by exceptional circumstances:

6.1.1. 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.

6.1.2. 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.

6.1.3. We may ask you to postpone your Booking, or allow you to cancel if you prefer, if the law prevents us from performing our obligations under these Terms & Conditions, for any reason which is not the responsibility of either party. For these purposes, any reasons arising from your personal circumstances are your responsibility (see 6.3), such as ill health, or restrictions arising from your chosen career.

6.1.4. If you decide to cancel where clause 6.1.2 or clause 6.1.3 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.

6.1.5. We may also cancel your holiday, or any unused days, if Government restrictions mean 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.

6.2. We recommend taking out travel insurance which covers any cancellation charges and any additional losses which you may incur through cancellation of your holiday, whether by you or 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.

6.3. You may cancel your booking at any time. Cancellation will be effective on the date it is received by us.

6.3.1. Deposits are non-refundable. If you cancel your booking, we shall only be liable to refund you a percentage of the total price of your booking, including extras, minus the required deposit (see 3.1). The percentage we agree to refund you is dependent on how close your cancellation is to the start of your booking. The amount of any refund due therefore decreases as your arrival date approaches, as set out below:

6.3.1.1. If you have paid any more than the required deposit prior to one month before your holiday commences, you will be refunded the booking value, minus the required original deposit.

6.3.1.2. Notice of cancellation received between one week and one month before your arrival date: 25% of booking value minus deposit will be refunded. (i.e. booking total minus deposit x 25%.)

6.3.1.3. Notice of cancellation received one week or less before your arrival date: 0% refund due.

6.4. You may amend the dates of your Booking when notice is received in writing at least 30 days prior to the start of your Booking. Any such amendment will be subject to a £25 amendment fee, payment of which is due at the point the amendment is requested. Subject to availability, you are free to choose any new dates within one calendar year of the original Booking dates. Any amendment is subject to the following terms:

6.4.1. You will be liable for any increase in price associated with the new Booking dates.

6.4.2. You may amend the dates of your Booking only once. Any subsequent amendment requests will not be accepted and will be treated as a cancellation.

6.4.3. Any amendment request received less than 30 days prior to the start of your Booking will be treated as a cancellation.

6.4.4. You must confirm your new Booking dates within 14 days of your amendment request. If you fail to confirm your new Booking dates within 14 days your Booking will be treated as a cancellation.

6.4.5 If you wish to cancel a Booking that has been subjected to an amendment, as set out in this clause, the original Booking dates will be applied in determining any refund due (see clause 6.3).

6.5. If you decide to vacate the Accommodation before your date of departure, for any reason other than as a result of us breaching our obligations under these Terms and Conditions or our negligence, we are not liable to offer you a refund.

7. When We May Cancel Your Booking

7.1. If you are in serious breach of your obligations under these terms and conditions and/or park rules and the breach is not capable of being remedied, we may give you reasonable notice to cancel your booking.

7.2. If you are in breach of any of your obligations under these terms and conditions and/or park rules which is capable of being remedied we may write giving you warning, specifying the breach and asking you to remedy within a reasonable and specified period of time. If you do not comply with that warning and the breach is serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together would cause a breakdown in the relationship between you and us, we are entitled to write to you to cancel your booking.

7.3. Where we cancel your booking under paragraphs 7.1 and 7.2 of these terms and conditions, we shall only be liable to refund you on the same scale set out in paragraph 6.3.

7.4. If we have to cancel your booking as a result of any cause beyond our reasonable control, we will only be liable to pay you any sums which you have already paid to us under these Terms and Conditions.

8. Arrival & Departure

8.1. You must check in according to your pre-arrival information email.

8.2. Your accommodation should be available from:

8.2.1. 4:00pm for Holiday Homes, Holiday Cottages, Skylight Cabins, Horizon Heights Villa, Shepherds Huts and Camping Pods; and

8.2.2. 2:00pm for Abbeyfield Touring Pitches, Sea View Campervan Pitches and Rookery Camping Pitches.

8.2.3. You may book an 'early check-in' where available (only available for holiday homes, skylight cabins, horizon heights villa, shepherds huts and pods). In this case, your accommodation will be available from 2:00pm.

8.3. You must arrive and check-in to your accommodation before 9:00pm. If you arrive after 9:00pm, you will be refused entry to your accommodation. In these circumstances, we will not be liable to refund you any monies paid.

8.4. You must vacate your accommodation from:

8.4.1. 10:00am for Holiday Homes, Holiday Cottages, Skylight Cabins, Horizon Heights Villa, Shepherds Huts and Camping Pods unless separately agreed with Us; and

8.4.2. 11:00am for Abbeyfield Touring Pitches, Sea View Campervan Pitches and Rookery Camping Pitches.

8.5. Where you require keys to access your accommodation, these keys must be returned to the key safe you retrieved them from no later than the checkout time on your day of departure.

9. Accommodation

9.1. We cannot guarantee you a specific holiday home or pitch but will provide accommodation

of the type specified in your booking confirmation email.

9.2. You must take reasonable care of the accommodation, including any fixtures and fittings, and leave the accommodation in a clean and tidy condition on your date of departure.

9.3. If you discover that anything in the accommodation is missing or damaged on arrival, please notify us straight away by contacting the park reception on 01929 400200 or by going to the park reception itself.

9.4. You will be responsible for the cost of any damage you or a member of your booking cause to the accommodation and, where applicable, its contents. You agree to leave the holiday home in an acceptable state of cleanliness, and will be responsible for the cost of any cleaning required beyond what is reasonably expected to return the holiday home to its state upon your arrival.

10. Touring & Camping

This section applies to You if your Booking is for:

- An Abbeyfield Touring Pitch;
- A Sea View Campervan Pitch, or
- A Rookery Camping Pitch.

10.1. If you have made a booking for an **Abbeyfield Touring Pitch**, you agree to the following:

10.1.1. Your Booking has been made for **one** of the following Touring Vehicles only:

- A motorhome;
- A caravan;
- A campervan;
- A horsebox;
- A trailer tent, or
- A roof tent, to be used as the sole sleeping area (not in conjunction with the associated vehicle).

10.1.2. Where your touring vehicle is converted, it must have a minimum of a fixed bed/rock and roll bed and built in storage cupboards.

10.1.3. Your touring vehicle is no more than 9 metres in length.

10.1.4. You must ensure that you pitch your Touring Vehicle a safe distance from any neighbouring Touring Vehicle or other Accommodation. A distance will be considered safe if it is at least 6 metres away from any neighbouring Touring Vehicle or Accommodation.

10.2. Your Booking will be treated as cancelled, and no refund issued, if on arrival your Touring Vehicle:

10.2.1. Is not converted as per the description in clause 10.1.2.;

10.2.2. Is longer than 9 metres in length;

10.2.3. Is not one of the touring vehicle types specified in clause 10.1.1., or

10.2.4. Is a sign written or commercial vehicle.

10.3. If we are notified of a breach under clauses 10.1. or 10.2. that is not capable of being remedied, we will treat this as a cancellation request (see 6.3.) on the date we receive notification.

10.4. You are not permitted to have a tent on the Abbeyfield Touring Pitches under any circumstances. This includes, but is not limited to, pup-tents and tents used for storage.

10.5. If you have made a booking for a **Seaview Campervan Pitch**, you agree to the following:

10.5.1. Your Booking has been made for **one** of the following touring vehicles:

- A motorhome;
- A caravan, or
- A campervan.

10.5.2. Where your touring vehicle is converted, it must have a minimum of a fixed bed/rock and roll bed and built in storage cupboards.

10.5.3. Your touring vehicle is no more than 5.5 metres in length.

10.5.4. You must ensure that you pitch your Touring Vehicle a safe distance from any neighbouring Touring Vehicle or other Accommodation. A distance will be considered safe if it is at least 6 metres away from any neighbouring Touring Vehicle or Accommodation.

10.6. Your Booking will be treated as cancelled, and no refund issued, if on arrival your touring vehicle:

10.6.4.1. Is not converted as per the description in clause 10.5.2.;

10.6.4.2. Is longer than 5.5 metres in length;

10.6.4.3. Is not one of the touring vehicle types specified in clause 10.5.1., or

10.6.4.4. Is a sign written or commercial vehicle.

10.7. If we are notified of a breach under clauses 10.5. or 10.6. that is not capable of being remedied, we will treat this as a cancellation request (see 6.3.) on the date we receive notification.

10.8. You are not permitted to have a tent on the Sea View Campervan Pitches under any circumstances. This includes, but is not limited to, pup-tents and tents used for storage.

10.9. If you have made a booking for a **Rookery Camping Pitch**, you agree to the following:

10.9.1. Your Booking has been made for **one** tent only, no larger than 18m².

10.9.2. You must ensure that you pitch your tent a safe distance from any neighbouring tents or other Accommodation. A distance will be considered safe if it is at least 6 metres away from any neighbouring tent or Accommodation.

10.10. Your Booking will be treated as cancelled, and no refund issued, if on arrival:

10.10.1. Your tent is larger than 18m², or

10.10.2. You intend to sleep in anything that is not a tent.

10.11. If we are notified of a breach under clauses 10.9. or 10.10. that is not capable of being remedied, we will treat this as a cancellation request (see 6.3.) on the date we receive notification.

10.12. If there are any requirements in Section 10 that you do not understand, then please discuss it with us before making a Booking.

10.13. In the event of any dispute regarding the compliance of your Touring Vehicle with the requirements set out in Section 10, or any other matters, the decision of Durdle Door Holiday Park will be final.

11. Holiday Behaviour Standards

11.1. By making a booking with us, you have entered an agreement in which you undertake on behalf of yourself and the members of your booking (including children), to adopt the following standards of behaviour:

11.1.1. To act in a courteous and considerate manner towards us, our staff and other guests; and

11.1.2. To supervise children properly so that they are not a nuisance or danger to themselves or others.

11.2. You further agree that you will not:

11.2.1. Leave the holiday home in an unacceptable state of cleanliness upon your departure.

11.2.2. Commit any criminal offence at the park or undertake any criminal activity;

11.2.3. Commit any acts of vandalism or nuisance;

11.2.4. Keep or carry any firearm or any other weapon at the park;

11.2.5. Use any unlawful drugs;

11.2.6. Create any undue noise or disturbance;

11.2.7. Carry on any trade or business while on the park; or

11.2.8. Permit anyone who is to your knowledge on the Violent and Sex Offenders Register (or any register that succeeds it) to use or visit the accommodation.

11.3. You should respect the privacy of other users of the park and keep noise to a minimum between the hours of 11:00pm and 8:00am.

11.4. We are entitled to eject anyone from the accommodation or park who acts in a manner likely to cause significant upset or cause nuisance to other users of the accommodation or park or our staff. We are entitled to eject anyone from the accommodation or park who is guilty of a criminal offence.

11.5. In the event of serious or persistent misconduct by you or any person in your party, we will follow the relevant notice procedures in paragraphs 7.1 and 7.2.

12. Pets

12.1. Pets are only permitted in the park or accommodation in the following circumstances:

12.1.1. If you inform us of your intention to bring a pet with you at the time of booking, and

12.1.2. You make necessary payment for each pet; and

12.1.3. You are bringing no more than 2 pets per booking.

12.1.4. Any pet that is not a Dog is subject to approval by us prior to making a booking.

12.1.5. Payment per pet per booking is as follows:

12.1.6. £25 for Holiday Homes, Holiday Cottages, Skylight Cabins, and Horizon Heights Villa.

12.1.7. £4 per night for Camping Pods, Shepherds Huts, Abbeyfield Touring Pitches, Sea View Campervan Pitches, and Rookery Camping Pitches.

12.2. Only accommodation labelled 'pet-friendly' is suitable for pets. Pets are not permitted in accommodation that is not 'pet-friendly'.

12.3. We do not permit any dog breeds subject to the Dangerous Dogs Act 1991 on the park or in any accommodation.

12.4. Pets are not permitted on any furniture or beds in any accommodation on the holiday park.

12.5. In our pet-friendly Holiday Cottages, pets are permitted downstairs only. Pets are not permitted in any of the bedrooms.

12.6. Pets must be kept on leads and under proper control on the park.

12.7. You are responsible for any injury or damage your pet causes whilst on the park or in any accommodation.

12.8. You must clean up if your pet defecates on the park or in any accommodation. There are dog waste pins provided throughout the park.

12.9. If you fail to comply with any of the above paragraphs, we will be entitled to recover from you any losses suffered (including our own reasonable cleaning charges) unless such failures arise due to our negligence or default.

12.10. Nothing in these terms and conditions prevents you from bringing an assistance dog to the park if this is required to support your disability, and Assistance Dogs UK or any successor body has issued you with an identification book or other appropriate evidence.

13. Vehicles

13.1. You are permitted to park no more than one vehicle per booking at the accommodation or on the park for each of the following accommodation without prior written approval:

13.1.1. Holiday Homes;

13.1.2. The Stalls;

13.1.3. The Shelter Shed;

- 13.1.4. The Cart Shed;
- 13.1.5. The Dairy;
- 13.1.6. The Granary;
- 13.1.7. Skylight Cabins;
- 13.1.8. Horizon Heights Villa;
- 13.1.9. Camping Pods;
- 13.1.10. Shepherds Huts;
- 13.1.11. Abbeyfield Touring Pitches;
- 13.1.12. Sea View Campervan Pitches;
- 13.1.13. Rookery Camping Pitches;

13.2. You are permitted to park no more than two vehicles per booking at the accommodation or on the park for each of the following accommodation without prior written approval:

- 13.2.1. The Old Shop;
- 13.2.2. No.2 Coastguard Cottages;
- 13.2.3. No.7 Coastguard Cottages;
- 13.2.4. No.8 Coastguard Cottages;
- 13.2.5. Cove Cottage;
- 13.2.6. Spring Cottage.

13.3. You are permitted to park **no more than five vehicles** per booking at the accommodation or on the park for each of the following accommodation without prior written approval:

- 13.3.1. Woodside Lodge;
- 13.3.2. The Lindens.

13.4. Where written agreement is given for an additional vehicle to be parked on the park or at the accommodation, this will be charged at £7.50 per night. Where you have permission to bring an additional vehicle to the Holiday Park, you may park no more than one vehicle at your accommodation, and must park any additional vehicles in the designated parking areas.

13.5. You must drive all vehicles on the Park carefully and within the displayed speed limit.

13.6. You must hold a current driving licence and be insured to drive any vehicles you use on the park. You must also ensure that any vehicle you drive on the park is taxed, insured and has a valid MOT certificate in accordance with the requirements of law and is in a road worthy condition.

14. General

14.1. You must not have external fires, including incinerators, however you may have a barbecue

providing it is raised off of the ground and is a safe distance from any surrounding buildings, trees or other such objects. Barbecues must be suitably supervised by an adult. Disposable BBQs are not permitted.

14.2. You are responsible for the disposal of your waste in the bins provided at the park. You must not deposit any waste or rubbish, other than in the bins provided, on any part of the park.

14.3. You must not smoke in the accommodation or in any of the park's buildings.

14.4. You must not dispose of waste water onto the ground. You must only dispose of waste at the designated points on the park.

15. Our Liability to You

15.1. If we fail to comply with these terms and conditions or are negligent, we are responsible for loss or damage you suffer as a foreseeable result of our breach or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

15.2. We do not exclude or limit, in any way, our liability for:

15.2.1. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or

15.2.2. Fraud or fraudulent misrepresentation.

16. Complaints

16.1. Whilst we hope our guests have the best time possible, we understand that sometimes things may go wrong.

16.2. If you are currently staying with us, please contact our Customer Care Team immediately so that they can help to resolve the issue as quickly as possible. You can visit the Team in the Reception at Durdle Door Holiday Park, or call direct using the phone number in your Welcome Information. We will always do our best to resolve any issues you may have whilst on holiday.

16.3. If you have returned from your holiday and do not feel your issue was resolved during your stay, please email our Customer Care Team at durdle.door@lulworth.com with your booking reference number and details of your complaint. Your complaint will be investigated and a member of our Customer Care Team will aim to respond to your email within 7 working days.

16.4. As a consumer, you have legal rights in relation to your booking. Advice about those rights is available from Citizens' Advice Bureau or Trading Standards. Nothing in these terms and conditions will affect these rights.

17. How We May Use Your Personal Information

17.1. We will use the personal information you provide to us to:

17.1.1. Provide the accommodation;

17.1.2. Process your payment to us; and

17.1.3. Inform you about similar accommodation, offers or products that we provide but you may stop receiving this information at any time by contacting us.