

## MILL FARM HOLIDAY PARK

### General Terms and Conditions:

**Please read these terms and conditions carefully before making your booking.**

#### 1. General

1.1 In these terms and conditions:

**Accommodation** means a tent and/or caravan and/or campervan and/or motorhome and/or holiday cottages/apartments

**Site** means a camping and/or caravans site at Mill Farm Holiday Park

**Site Specific Rules** means the rules in force at the relevant Site.

**You** or **Your** means the person named in the confirmation invoice.

**We, Us** or **Our** means MILL FARM CARAVAN & CAMPING PARK LIMITED (Company number 03712175) of Mill Farm, Fiddington, Bridgwater, Somerset, TA5 1JQ

#### 2. Your booking

2.1 We reserve the right to accept or decline bookings entirely at our discretion.

2.2 Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out in these terms and conditions.

2.3 All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the Accommodation you have booked, the dates of your booking, and the total amount paid for your booking. We will issue you with your confirmation invoice by email or by post.

2.4 You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.

2.5 Children under the age of 18 must be accompanied by an adult.

#### 3. Paying for your Accommodation

3.1 You must pay us the total amount payable for your booking at the time of booking.

3.2 If you pay by a business credit card we will charge you 2% for each payment made this way. No charges apply for payments made by debit cards or consumer credit cards.

#### 4. Pricing for our Accommodation

4.1 We periodically review and amend the prices we charge for our Accommodation. For the most up to date pricing information please check the section of our website relating to the Site or telephone the Site directly. We will confirm the price of your Accommodation at the time you make your booking and in your confirmation invoice.

4.2 All prices given on our website or in any leaflets relating to the Site or by telephone include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

## **5. If you want to cancel your booking**

5.1 Your Accommodation booking is a contract for the provision of leisure services on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel the contract and we will not refund any deposit paid to us upon booking your accommodation.. We do, however, offer you the right to cancel your contract subject to the provisions of this Section 5. Nothing in this Section 5 affects your statutory rights.

5.2 If you wish to cancel a confirmed booking you must let us know by telephone as soon as possible and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from the day we receive your telephone call, subject to us deducting cancellation charges as set out in Section 5.3 below.

5.3 Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. Our cancellation charges are set out in the table below:

| <b>No. of days prior to booking start date</b> | <b>Cancellation charge</b>       |
|--|----------------------------------|
| 30 days – booking start date                   | 50% of the total booking charge  |
| After the booking start date                   | 100% of the total booking charge |

5.4 If you cancel your booking after the booking start date, we will not issue any refund for any remaining nights of your booking. For the avoidance of doubt, this include where you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. You may wish to consider buying holiday insurance to compensate you in these circumstances.

## **6. If you want to change your booking**

6.1 If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible. This includes details such as the number of pitches, the number of guests and the size of your Accommodation.

Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes.

6.2 We can only discuss changes to bookings with you, we cannot discuss the booking with another member of your party unless you give express consent for us to do so.

6.3 If we do change your booking, you will be charged an administration fee of £15 to cover the costs we incur in making the change to your booking. You must also pay us any additional accommodation costs due as a result of the change – we will confirm the amount of any additional accommodation costs due at the time we change your booking. If your accommodations costs are lower pursuant to this term we shall refund the difference between the lower and higher accommodation costs.

## **7. If we need to change or cancel your booking**

7.1 We do not expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works, if we have to close the Site due a Meteorological Office Severe Weather Warning or other severe weather event, or for other reasons

unforeseen at the time you made your booking which are beyond our reasonable control.

- 7.2 If we do need to change or cancel your booking, we will refund any amounts due back to you.
- 7.3 If we do need to change or cancel your booking under this Section 7, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

## **8. Special requests**

Special requests, including requests for adjacent Accommodation units must be requested at the time of booking. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request.

## **9. Group bookings**

- 9.1 Group bookings can only be accepted from organised groups. For information about our group policy for each Site, please refer to our Site Specific Rules. Bookings for all groups, including large family or friend groups, must be notified to us and approved by us at the time of booking. In particular, our Sites are not suitable for stag, hen or birthday parties and you must tell us prior to booking that you intend to use the Site for such parties, and obtain our prior agreement to any such use.
- 9.2 Group bookings may only be made by telephoning the relevant Site and cannot be made online.
- 9.3 Our Sites have different rules and practical requirements for group bookings, which may be made available on our website or otherwise communicated to you. Please ensure that you understand these rules and practical requirements before making any group booking.
- 9.4 Please note that if you fail to comply with our rules on group bookings as set out in this Section 9 we may need to exercise our rights under Section 13 ("Our right to evict").

## **10. Visitor standards and behaviour**

- 10.1 Site Specific Rules are available on the section of our website relating to the Site and are provided with confirmations of booking. You will also be provided with Site Specific Rules on arrival at the Site. Site Specific Rules contain important information about your stay with us. Please ensure that you and your party read the Site Specific Rules carefully prior to booking and on arrival.
- 10.2 Each Accommodation shall be at least 6 metres from any other Accommodation. In exceptional circumstances where more than one Accommodation is allowed on a pitch, they must be at least 3 metres from any other Accommodation.
- 10.3 You must only use the Accommodation for the purposes of your holiday. You must not use the Accommodation for any other purpose, including without limitation for any business purposes, without our prior written consent.
- 10.4 You must keep the Accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.
- 10.5 You must not use the Accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.
- 10.6 You and your party must not smoke inside any Accommodation. Please refer to the Site Specific Rules for information on smoking elsewhere on Site.
- 10.7 If you discover that anything is missing or damaged on arrival at your Accommodation you must notify

us at the Site office immediately or telephone the Site directly. If you do not notify us we will assume that you caused the relevant damage or loss.

- 10.8 If your Accommodation is damaged by you or your party during your stay, we have the right to recover the cost of the damage from you, including any extra cleaning costs.
- 10.9 You and your party may only use a barbeque on Site if it is placed outside and raised off the ground. You and your party must not use barbeques, gas stoves, or other naked flames and cooking equipment inside any tent or glamping accommodation unless it is provided as part of the accommodation offer.
- 10.10 Please note that if you do not comply with the standards and behaviours set out in this Section 10 we may need to exercise our rights under Section 13 ("Our right to evict").

## **11. Maximum occupancy**

- 11.1 You must ensure that the maximum number of persons occupying the Accommodation does not exceed the maximum occupancy limits set out in the Site Specific Rules.
- 11.2 We set maximum occupancy limits in line with the facilities and equipment available at the relevant Site and in order to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the Site (without any compensation) if you exceed the maximum occupancy limits described in this Section 11.

## **12. If you have a problem or complaint**

- 12.1 We take care to ensure that our Accommodation and Sites are of a high standard. However, if you have any problems with your Accommodation or Site, please contact the Site office immediately and give us the opportunity to resolve the matter.
- 12.2 If you have an unresolved complaint at the end of your stay please contact the Site Manager, whose contact details are available in the Site Specific Rules. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.
- 12.3 Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

## **13. Our right to evict**

We may terminate our contract with you and ask you to leave your Accommodation and the Site immediately (without any compensation being payable) if:

- (a) we consider that you or your party have committed a serious breach of these terms and conditions;
- (b) we consider that you or your party's behaviour endangers the safety of our visitors or staff;
- (c) any complaints are made of anti-social or unacceptable behaviour against you or your party;
- (d) you or your party cause an unreasonable amount of damage to the property or its contents; or
- (e) you exceed the maximum occupancy limit for your Accommodation.

## **14. Our liability to you**

- 14.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions 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.
- 14.2 Nothing in these terms and conditions is intended to limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation on our part; or
- (c) any breach of the terms implied by Section 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982.

## **15. Events beyond our control**

- 15.1 We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.
- 15.2 An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

## **16. Some practical information for your stay**

- 16.1 Your check-in and departure times will be set out in your confirmation invoice/Site Specific Rules. If you do not leave the Accommodation by the required departure time we reserve the right to charge you a late checkout fee to cover any costs we incur.
- 16.2 If you leave any of your possessions behind at your Accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We will hold all lost property for six months, after which it will be disposed of.
- 16.3 Many of our Sites are located in rural areas and it is important that you and your party do not interrupt or endanger the livelihood of those working at the property or on the surrounding land.
- 16.4 Bats and other wildlife may be present at some of our Sites. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that bats are a protected species and it is illegal to interfere with them or their habitat.
- 16.5 Dogs are permitted at Mill Farm. You must notify us at the time of booking of your intention to bring any dog including assistance dogs with you. Should you wish to bring any other domestic pets please contact the booking office for authorisation.

## **17. Entire Agreement**

- 17.1 This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.
- 17.2 No one other than a party to this contract shall have any right to enforce any of its terms.

## **18. Data Protection**

- 18.1 These terms should be read in conjunction with our privacy policy, which is available at <https://www.millfarm.biz> which sets out the terms on which we process any personal data we collect from you or that you provide to us. By making a booking, you consent to such processing and you warrant that all data provided by you is accurate.
- 18.2 We may communicate with you from time to time about our work. We will tell you how we do this on our website.
- 18.3 If you wish to alter the way we communicate to you at any time you can write to MILL FARM CARAVAN & CAMPING PARK LIMITED Mill Farm, Fiddington, Bridgwater, Somerset, TA5 1JQ

or telephone 01278 732286.

**19. Governing Law**

These terms and conditions are governed by English law. You and we both agree to submit to the non- exclusive jurisdiction of the English courts.