

# Holiday Reservation Terms and Conditions

## DEFINITIONS AND INTERPRETATION

'we,' 'us,' 'our' – White Horse Caravan Company Limited, company number 01538949, registered in England at 5 Churchill Place, 10th Floor, Canary Wharf, London, E14 5HU, and any subsidiary or group companies forming part of the Cove Group.

'you' and 'your' - the lead guest who makes the reservation and all persons on whose behalf a reservation is made.

'agreement' - the contract between you and us, including (i) these terms and conditions, (ii) your reservation confirmation, (iii) any conditions we refer to on our website, (iv) any additional special offer terms and conditions, and (v) anything else we agree in writing.

'party' - those persons named on the reservation confirmation and any person added later.

the 'Park' - the holiday park you have chosen for your holiday.

the 'Pitch' – the holiday pitch on the Park which you are entitled to use for your holiday.

'lead guest' - the lead booker and contact point for the reservation, who must attend the holiday booked.

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

## ACCESS STATEMENT

1.1 Our full Access Statement is available on our website ([www.cove.co.uk/accessibility/access-statement](http://www.cove.co.uk/accessibility/access-statement)). If you need these Terms and Conditions in a different format, please ask us.

## WHO MAY STAY WITH US

- 2.1 The person who completes the reservation is responsible for the reservation and must be 18 years of age or older.
- 2.2 When you book you need to give the names and ages of everyone in your party. Only the people named in the reservation may stay with us.
- 2.3 The total number of people coming with you (including children and babies) must not be more than the capacity of the holiday accommodation you have booked. In most cases, this will be a maximum of 6 or 8 people, so please check your confirmation carefully.
- 2.4 Your reservation is personal to you, and you cannot assign or transfer it to any other person. You and members of your party who are 18 or over may be required to provide photographic identification (valid driving licence or passport) at any time during your stay. Failure to provide identification may result in termination of your holiday and you being refused entry to the Park or being asked to leave without refund.
- 2.5 If you make a reservation for more than one Pitch, we cannot guarantee those Pitches will be in the same part of the Park.
- 2.6 We reserve the right to refuse or cancel reservations (without refund) from:
  - people under the age of 18;
  - all-adult groups including hen, stag or any other parties that disrupt other guests; or
  - any person intending to occupy accommodation in the Park for residential use or for any period longer than 21 days. We do not allow customers to book back-to-back holidays in the same park, or to stay with friends, family or other individuals on holidays booked in their names, if that leads to a customer being in one of our parks for a period more than 21 consecutive days.
- 2.7 Businesses and other organisations and group bookings who wish to make reservations must phone us prior to any reservation being accepted. If this is not done, we reserve the right to cancel any such reservations (whether booked as a team, or by individuals, families or groups of friends to stay at the park with other members of a team).
- 2.8 **Use of Touring Pitches** - Each touring pitch is designed to accommodate one unit only – either a caravan, motorhome/campervan, or tent, depending on the type of pitch reserved. Guests may attach an awning to their caravan or motorhome, provided that the combined width of the vehicle and awning does not exceed 5 metres. Two units are not permitted on a single pitch. For example, a campervan and a tent will require two separate pitches. Group reservations for multiple pitches cannot be made online; please contact our bookings team on 0333 996 7888 to arrange these.

## HOW TO BOOK

- 3.1 Reservations can be made in the following ways:
  - By telephone on 0333 996 7888; or
  - Online at [www.cove.co.uk](http://www.cove.co.uk).
- 3.2 A contract exists when we have issued written confirmation of the reservation to you by email.

- 3.3 Please check your confirmation carefully to see that it is accurate. Please let us know of any errors within 24 hours.
- 3.4 From time to time, we run promotional offers which may be available at the time of your booking and may be subject to additional Terms and Conditions. If a promotional Term or Condition conflicts with any of these Terms and Conditions, then the promotional Term or Condition in question will prevail. Promotional offers cannot be used in conjunction with any other offer. Discounts and promotional codes are only eligible on the daily Best Available Rate. Discounts and promotional offers are only valid for new bookings.

## PAYMENT

- 4.1 Our prices include VAT at the prevailing rate.
- 4.2 All prices on our website are subject to change, so may increase or decrease. The most up to date prices for accommodation are on our website. The price confirmed when you book is the final price and will not change unless you alter your reservation or there is an increase in the rate of VAT after you complete your reservation. Any optional extras are charged at the advertised rates.
- 4.3 When you make your reservation, you must pay a non-refundable deposit. For touring holidays at any of our holiday parks, the deposit to be paid is 10% of the total cost of the holiday. This is payable to confirm your reservation. Until the deposit is paid, the reservation is not confirmed. Some rates are advertised as non-refundable (previously Advanced Purchase) and require full payment at the time of booking. Non-refundable rates are non-refundable and non-amendable therefore date changes are not possible. Until 100% of the cost of a non-refundable rate is paid the reservation is not confirmed.
- 4.4 The balance of the price of your holiday must be paid at least 42 days before the first day of your holiday as shown in your reservation. For touring holidays, the balance of the price of your holiday must be paid at least 28 days before the first day of your holiday as shown in your reservation. 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. We will confirm the cancellation to you in writing by email. This does not apply to non-refundable rates as they are payable in full at the time of booking, irrelevant of how many days in advance.
- 4.5 We accept the following methods of payment:
- **Debit or credit card:** the easiest way to pay for your holiday is via our website payment portal at the time of making your reservation. You will receive a link via your reservation confirmation directing you to our secure payment portal where you will be able to see the balance due, and you can pay by debit or with credit card (we do not accept American Express cards). We will require: (i) the long card number; (ii) the last 3 digits of your security code; (iii) the expiry date; (iv) the cardholder's name and address; and (v) for web payments, additional verification. You may also pay via debit or with credit card by telephone.
  - **Electronic bank transfer:** please call us if you want to make payment via electronic bank transfer and we will give you our bank's sort code and account number along with the account name. We will also give you a payment reference to use. Please note that an electronic bank transfer can take between three to five working days to clear and, if making a deposit payment, your reservation will not be confirmed until we are in receipt of the payment.
- 4.6 Please make sure that you book all the dates you need. We cannot guarantee that we will be able to extend your reservation once made.

## ARRIVALS AND DEPARTURES

- 5.1 Your accommodation will be available from 4:00 p.m. on your arrival day. Certain types of accommodation, or promotional offers, may give you an earlier check in time - please refer to your individual reservation confirmation. If you are planning to arrive after 5:00 p.m., please contact the Park directly to advise. The contact number will be on your reservation confirmation.
- 5.2 If we have not heard from you by 10:00 a.m. the morning after your arrival date, we will treat your reservation as cancelled. No refund will be given.
- 5.3 You must vacate the holiday accommodation by 10:00 a.m. on the day of your departure. If this is not adhered to, an additional charge of £50 will be payable.
- 5.4 We will try to allocate to you the location of your choice on the Park, but reservations are not conditional on this.
- 5.5 Your location on the Park 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 will be required to move.

## WHILE YOU ARE ON HOLIDAY

- 6.1 **Children** - All children must be supervised by parents or another responsible adult throughout the holiday. Where we have children's clubs, special programs of events or other facilities for children, these are not childcare facilities and children always remain the responsibility of their parents or guardians and must be supervised accordingly. Please make sure you know where your children are always. If you need a cot or highchair, please ask for it when you book and we will try to provide one, although this cannot be guaranteed. A separate hire charge is payable for these items.
- 6.2 **Guests with disabilities** – Some of our holiday accommodation and facilities are designed to suit a range of access needs. If you have a disability or are travelling with someone who does, please let us know at the time of making your reservation. We will do our best to

meet your requirements, but they cannot always be guaranteed. If your special request is a necessity for you to be able to take a holiday, or any member of your party has restricted mobility or access requirements, please contact our central reservation team to book your holiday. They can give you advice and information about our parks, holiday accommodation and facilities – and will do their best to help you enjoy your holiday.

- 6.3 **Food allergies** - All team members in our food and drink outlets are trained in food allergen awareness. If you have a food allergy or special dietary requirement, please talk to one of our team members before ordering your food. Our food is handled and prepared very carefully. We will give you as much information as we can about the ingredients and how the food is prepared so you can make an informed decision about whether or what to order in our venues. Our First Aiders are prohibited from prescribing or administering medication to anyone, which includes the provision of any medication. The only exception is that a First Aider can administer an adrenalin auto-injector, such as an EpiPen to a named person if it has been prescribed for them and they are unable to administer it themselves.
- 6.4 **No smoking** - All our accommodation is non-smoking. Smoking and the use of vaporisers, tobacco and e-cigarettes are not permitted in your holiday accommodation or any of our public buildings, including the entertainment complex, bars or restaurants. If you do smoke in your accommodation, you will be required to pay an additional fee of £150 for deep cleaning. Should you wish to smoke while on the Park, you must use one of the outdoor smoking areas, which are clearly signposted.
- 6.5 **Drugs and firearms** - We have a zero-tolerance policy on illegal drugs, firearms and offensive weapons. If you take illegal drugs or any other illegal substance or are in possession of a firearm or offensive weapon (including knives, crossbows, pellet guns, ball-bearing guns, orbees guns, other propellant guns or any other replica firearms), we will ask you to leave the Park, without refund.
- 6.6 **Dogs** - Most dogs are welcome at our parks in dog friendly accommodation. This will attract an additional charge, so please inform us at the time of making your reservation if you wish to bring any dogs with you. A maximum of two dogs is permitted per reservation. Some breeds of dog, including those listed in the Dangerous Dogs Act and similar legislation, are not allowed on the Park, so please check with us when you book if you have any questions. Please enquire before you book whether other pets are allowed. We accept genuine assistance dogs in all our holiday accommodation and in all areas of our parks. Dogs must be always kept on the lead under the control of a responsible adult and wear a collar with identity tag.

You must clean up after your dog. Dogs (other than genuine assistance dogs) are only allowed in dog friendly areas of the facilities. We do not allow dogs in play areas. Dogs are not permitted on bedding or seating. If we think your dog is causing a nuisance or damage you will be required to remove it from the Park. If you take a dog into holiday accommodation which is not booked as dog friendly you will be required to pay an additional fee of £150 per dog for the deep cleaning of the accommodation.

- 6.7 **Access to your holiday accommodation** - We hold keys to all the accommodation we own on the Park. We may also use our key to gain access to your holiday accommodation 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 unit if it appears to be insecure. We will take reasonable care when accessing any holiday accommodation.
- 6.8 **Your personal possessions** - You are responsible for your personal possessions on the Park and in your holiday accommodation and we are not responsible for any loss or damage to your belongings unless this is due to our negligence. Please remember to secure any vehicles or bicycles and try not to leave any valuable items on display. If you are bringing anything valuable on holiday you should check it is adequately covered by your insurance. If you leave any personal possessions behind at the end of your holiday, we will try to return them (subject to you paying the postage or delivery costs), but this cannot be guaranteed, and we are not responsible for retaining any personal items which you leave behind.
- 6.9 **Park facilities** - For health and safety reasons some of our facilities and activities have age and/or height restrictions. Children under the age of 8 must be supervised by an adult in the swimming pool.

0-3 years: 1 adult\* per child

4-7 years: 1 adult\* per 2 children

8 years and over may swim unattended

\*A supervising adult must be 16 years and over.

At busy times access to facilities may be restricted and a reservation system may operate. We may have to close facilities (e.g. for health and safety reasons, maintenance or reasons beyond our control) and we are not liable to compensate you if we do so. A Wi-Fi service may be made available for you to use at your chosen holiday park. If a Wi-Fi service is available, it is provided on an “as is” and “as available” basis and we make no warranties or representations whether express, statutory or implied in relation to such Wi-Fi service. We do not warrant or guarantee the availability of any Wi-Fi service or the performance of the internet or that the transmission of information over the internet will be secure or that the internet will always be accessible or at the speeds indicated by us. There may be a charge to use a Wi-Fi service. You will be required to agree to terms of use when registering to use a Wi-Fi service and must always comply with those terms of use.

- 6.10 **Entertainment and facilities** – Where applicable, you will be given passes which you will need to show to access facilities and entertainment. Any day visitors you have will need to buy day passes to access facilities and entertainment. Reservations made through some promotions may not include entertainment. Entertainment and use of facilities is subject to availability and capacity, and from time to time we may have to withdraw or change entertainment or close facilities. We are not liable to you if we must do so. You are not permitted to bring your own alcohol or other drinks into the entertainment complex, bar or restaurants. Strobe lighting

and flash photography may be used during some of our entertainment events.

- 6.11 **Activities** - You can pre-book and pay for activities; please speak to the park directly for details of any available activities, and their cost. All activities are subject to availability. Activities are not transferable to other parks and are valid within the current season only. Activity reservations will not appear on your reservation confirmation.

You can cancel your activity via the Park Activities Team for up to 48 hours prior to the activity start time, after which any cancellations or amendments must be made by the on-park Activity and Leisure team. The activity cost will be refunded the same way and using the same payment method. Please allow 35 days for it to appear back in your account. We cannot refund or transfer any missed sessions unless you are not able to take part in the activity due to having to leave your holiday early because of illness or an emergency. In this case, please call the park to see if a refund is due. These refunds may take a little longer to process.

Guests must arrive prior to the start of the session as health and safety briefings are given. If you are late and have missed the safety briefing, for your own safety you may not be able to take part in the session. The duty activity manager has the overall responsibility for health and safety of the activity and can stop the session or ask a participant to leave at any time. In this case, no refund will be given.

Activities have age/height/weight or ability restrictions, so please familiarise yourself with these before reservation as the participants must meet any requirements to take part. Any person who fails to meet the necessary requirements may be refused access to an activity and no refund will be given. Proof of age may be required for health and safety reasons. If you are concerned about the presence of allergens in the food in our creative sessions, please ask a member of our team for assistance. The duty activity manager may at their discretion refuse permission to any individual to participate in any activity.]

- 6.12 **Gambling restrictions** - If any member of your party has excluded themselves from any other gambling premises, they must highlight this to the park management on arrival. We cannot accept any liability for any losses incurred where a guest has not informed us of their self-exclusion.

- 6.13 **The park environment** - Many of our parks are in rural locations so there may be areas of uneven ground, unmade paths and limited lighting. Please take special care to avoid accidents. Some parks may also have lakes, ponds, and rivers so please make sure you know about these features and supervise children appropriately.

- 6.14 **Your car and other vehicles** - You must comply with speed limits, parking and traffic regulations on the Park. We aim to provide parking next to or near your holiday accommodation, but we cannot guarantee this - please ask at time of reservation if you have any requirements. Vehicles are brought onto the holiday park at your risk, and we are not responsible for loss or damage to these except where it is caused by our negligence or fault. You may not bring any quad bikes, segways, hoverboards or electric scooters onto the Park.

You may not bring any commercial vehicles into the Park. Motorhomes are only permitted on designated touring pitches.

Please note that we only have the facility to charge hybrid and/or electric cars (EVs') at some of our holiday parks. Where EV charging is listed as an available facility at a holiday park, EV charging is permitted using the designated facility at that park, subject to availability at the time of your stay. You may not charge an EV using the holiday accommodation's electricity, or other than at a designated EV charging point.

- 6.15 **Behaviour in the Park** - Our parks are family holiday parks so please ensure your behaviour is not noisy, offensive or likely to cause any harm or upset to other guests, team members or property at the Park. You and your guests must not:

- Use the Park in connection with any criminal activity or commit any criminal offence on the Park or in its vicinity;
- Commit any acts of vandalism or nuisance on the Park;
- Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;
- Create undue noise or disturbance or commit antisocial behaviour in the park;
- Act in a violent, aggressive or abusive manner towards our team members, other guests or anyone else using the Park; or
- Carry on any trade or business at the Park.

If we feel your behaviour is illegal, offensive, disruptive or inappropriate or is disturbing other guests we may ask you to leave the Park, and no refund will be given.

- 6.16 **Filming and photography** - We sometimes have TV and other companies filming or taking photographs on park. We also take our own promotional films and photographs on our parks throughout the year. We will do all we can to ensure you are not disturbed by this. In most cases we will attempt to ensure that images or footage obtained do not identify you, but please avoid the area being filmed if you would rather not be caught on camera. If you are identifiable in the content captured, we will ask for your consent. Should you wish to withdraw your consent at any time you can request this, and we will remove it from our library.

We cannot accept any responsibility or offer any financial award if you do appear in films or photographs. No photography is allowed in swimming pools and changing areas. The use of drones by guests is not permitted on our parks.

- 6.17 **Security** – The following systems are operated in our parks, to prevent and detect crime and assist law enforcement (where necessary):

- CCTV

- Automated Number Plate Recognition (ANPR)
- Body Worn Cameras (BWC) – the security team will always inform you before turning their BWC's on
- Pool view – some sites may operate drowning prevention technology.

These systems are operated for the protection of our guests, employees and premises from criminal activities. If we discover any criminal activity or alleged criminal activity through our use of CCTV, we will process this data for the purpose of preventing or detecting unlawful acts.

- 6.18 **Medical Oxygen Cylinders** – The park must be given prior notification of any medical oxygen delivery. Please ensure that you only arrange delivery of small quantities direct to your holiday home with your medical oxygen supplier. Within your holiday home cylinders are only allowed in small quantities e.g. one small cylinder for personal use and one stored. Please discuss your requirements with the Park Team prior to bringing medical oxygen cylinders to the park.

## CHANGES TO YOUR RESERVATION

- 7.1 If you need to make any changes to your confirmed reservation, you must contact us as soon as possible. Unfortunately, it may not be possible to change your reservation, or any changes may increase the cost. We can also charge a minimum non-refundable administration fee of £25 for any changes made after the reservation has been confirmed.
- 7.2 It may be possible for you to add more guests to a reservation or to change a name on the reservation, but this will be subject to certain identification checks and will be subject to a minimum non-refundable £25 administration charge. It should be noted that we cannot change dates from one calendar year to the next. Please bear in mind that any changes made within 42 days of the start date of your holiday may count as cancellation. We will, where possible, try to accommodate changes to your accommodation, package or holiday dates but this may incur additional costs.
- 7.3 If the changes you need cannot be made and you do not want to keep to your original reservation, or if you are unhappy with the additional charges and don't want to keep to your original reservation, this will be classed as a cancellation.
- 7.4 Please note that all requests to change your reservation must be made by telephone by you (the lead guest) or your reservation agent only. The request(s) should be made as soon as possible. We will correspond in all matters relating to your reservation or party with you or your reservation agent only. You act as the representative for all members of your party.
- 7.5 If you decide to upgrade your stay with the option of choosing your location, full payment must be made at the time of the request. This upgrade option is non-refundable or non-amendable.

## STANDARD CANCELLATIONS

- 8.1 You may cancel your holiday at any time. Cancellation will be effective on the date it is received by us.
- 8.2 If you cancel under clause 8.1, 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 42 days before start date	No charge; full refund (excluding deposit)
Cancellation received 42 days or less before start date	Charge is 100% of holiday price; no refund

- 8.3 In the event of adverse weather, your reservation will only be refunded if your chosen park is closed in the interests of health and safety. If you cannot travel on the day to your chosen park due to adverse weather, we will do our best to move your reservation to an alternative date and/or different park, but refunds will not be provided.
- 8.4 You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 8.3 or clause 8.5 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.
- 8.5 We reserve the right to cancel your holiday without any refund and ask you and your guests to leave the Park if you breach any of these Terms and Conditions, including the behaviour standards set out in clause 6.15.
- 8.6 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 are 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 reservation was made.

## CHANGES OR CANCELLATIONS CAUSED BY EXCEPTIONAL CIRCUMSTANCES

- 9.1 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 addressing a health and safety risk.
- 9.2 If we make changes, which means we can only provide your holiday in a radically different way, we will give you the choice between confirming your reservation, agreeing new reservation dates with us or cancelling.
- 9.3 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 it 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.
- 9.4 If you decide to cancel where clause 8.3 or clause 8.5 applies and your holiday has not started, then we will refund your reservation 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.
- 9.5 We may also need to cancel your reservation, or any unused days, due to circumstances beyond our control, or if Government guidance means that you should not visit or stay with us, even if the law still allows you to do so. "Circumstances beyond our control" include (but are not limited to) fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics or pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, and unavoidable technical problems with transport.
- 9.6 If we cancel and your holiday has not started, then we will offer you either:
- A replacement holiday on the same terms as the one you had booked;
  - A replacement holiday that is less expensive than the one you booked at the original reservation date (together with the price difference); or
  - A full refund of your reservation including any deposit.

If we cancel and your holiday has started, 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. You should consider appropriate holiday insurance as stated in clause 8.3.

## COMPLAINTS

- 10.1 We are confident you will be happy with our service. However, if you have any complaint, please follow these steps:
- If there is something wrong with your accommodation or holiday, tell the Reception Team at the Park straightaway so we can try to put things right. We reserve the right to reject a complaint if we have not been given a reasonable opportunity to put matters right or to investigate your concerns.
  - If you wish to make a complaint after your holiday, you may write to us at Douglas Bunn House, Warners Lane, Selsey, Chichester PO20 9EL, or complete our online complaint form at [www.cove.co.uk/complaintform](http://www.cove.co.uk/complaintform), or email us at [sealbay.guestrelations@cove.co.uk](mailto:sealbay.guestrelations@cove.co.uk), within 14 days of the end of your holiday. The form/letter must be completed by you as the lead guest. Please make sure you write your reservation reference number on your form/letter and include your daytime and evening phone numbers and an email address.
  - We will acknowledge your complaint within five working days and aim to resolve within 14 days of receiving your complaint.

## YOUR PERSONAL DATA

- 11.1 For information on how we process your personal data, see our privacy policy at [www.cove.co.uk/privacy-cookie-policy](http://www.cove.co.uk/privacy-cookie-policy).

## OUR LIABILITY TO YOU

- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us when you booked your holiday.
- 12.2 Our responsibility for any foreseeable loss or damage suffered by you which is caused by us is limited to the cost of your holiday (less any insurance premium), except in the case of death or personal injury. Whilst we try to offer all the advertised services and facilities, please note that we reserve the right to make alterations to or withdraw certain amenities, facilities, activities and/or entertainment shows, and we cannot accept any liability in the event of such alteration or withdrawal. Your statutory rights are not affected by anything in these terms and conditions.
- 12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation,

or for breach of your legal rights in relation to the services we have agreed to provide to you.

- 12.4 If you cannot travel due to laws or regulations that prevent your holiday from proceeding, you will have the choice to cancel or postpone your holiday. If you are cancelling due to illness, personal choice, work restrictions, or similar circumstances not required by law, normal cancellation charges will apply.
- 12.5 If you cancel under clause 9.4 before your holiday starts, you will receive a full refund (including deposit). If your holiday is cut short, you will be refunded for unused days. We will not deduct an administration fee but may deduct any unrecoverable direct costs.
- 12.6 Circumstances beyond our control include natural disasters, war, epidemics or pandemics, civil unrest, terrorism, power failure, or other technical or structural faults.
- 12.7 If we cancel your booking for one of the reasons outlined, we will offer you the choice of: (i) the same holiday on another date, (ii) a different holiday at a reduced cost and refund the difference, or (iii) a full refund.
- 12.8 We will not be responsible for or pay you compensation for any loss or damage suffered by you if it results from:
- the acts and/or omissions of the person affected; or
  - the acts and/or omissions of a third party unconnected with the provision of the services we have agreed to provide to you; or
  - Events which are beyond our control (see clause 9.2).
- 12.9 We are not liable for business losses. We only supply products for domestic and private use. If you use any products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## PARK RULES

- 13.1 You and your guests must always comply with the current park rules for the Park. A copy of the current Park rules is available on our website. 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.
- 13.2 Any changes made to the Park rules after we accept your reservation 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 reservation Terms and Conditions.
- 13.3 Failure to comply with the Park rules may result in us ending your holiday and asking you to leave the Park without a refund.

## COMMUNICATIONS

- 14.1 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 in your reservation. Email may be used.

## INTERPRETATION AND JURISDICTION

- 15.1 The agreement between you and us, and any dispute or claim arising out of or in connection with it or its subject matter or formation, is governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the courts of England and Wales.