

# Terms & Conditions

Last Updated: 26-11-2019



## Cancellation Cover

When making a reservation you will be offered the option to purchase Cancellation Cover. The scheme will absolve you, as the person making the booking, should you have to cancel due to redundancy, jury service, maternity, paternity, sickness, accident & bereavement. Notice of cancellation Refund 61 days plus Full refund less the deposit and cancellation fees 41-60 days 20% of the total holiday cost will be retained 29-40 days 50% of the total holiday cost will be retained 15-28 days 80% of the total holiday cost will be retained 14 days or less 100% of the holiday cost will be retained. Deposits paid and the cost of the cancellation fee will not be refunded under any circumstances. Should you choose not to take any cancellation cover no refund will be given. In the event of cancellation please phone us immediately. All claims must be put in writing. Satisfactory evidence of the claim will be required e.g. Doctor's note, court notification. Moving holiday dates or refunds will not be considered unless Cancellation Cover has been paid. A £10 fee will be charged per amendment. For any cancellations of payment plan bookings any money paid will be lost and depending on the date of cancellation you may still be liable for the remaining payments.

## Security deposits / Damage to property

Security deposit of £40.00 will be required on arrival by credit or debit card for all accommodation and pod bookings, unless highlighted below.

At Billing Aquadrome a security deposit of £40.00 will be required when staying in a pod and £100 security deposit will be required for caravan and lodge bookings.

At Fell End Holiday Park a security deposit of £20 will be required when staying in a pod and £100 security deposit will be required for caravan and lodge bookings. For all hire bookings at South Lakeland Leisure and The Yealands a £100 security deposit will be required.

Cash will not be accepted. This will be returned to you within 10 days of departure provided that you have checked out on time and accommodation is left as you found it. Please treat the facilities and accommodation at your park with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please report it to Reception immediately so that we can take the appropriate action. Accommodation will be inspected after departure and you will be charged for any loss/damages found and/or excessive cleaning charges incurred. We reserve the right to enter accommodation at any time throughout your stay, charged for any loss or damage to the accommodation, you authorize if you are charged for any loss or damage to the accommodation, you authorize Pure Leisure Group to use your debit/ credit card, details of which you have disclosed, to obtain payment up to a maximum of £1,000. You are also advised, for incidents of damage to holiday homes, company property, abusive or threatening behavior towards staff or other customers, we reserve the right to 'blacklist' customers via our booking system which may result in admission to any of our parks being refused indefinitely.

## Accommodation

We cannot commit to or guarantee any holiday home or pitch assignment requests. Any special requests will be noted and every effort will be made to accommodate your request, please note requests cannot be guaranteed. Online bookings will be allocated the first available pitch. Please note that should you wish to add to or amend your booking an administration fee will be added – see above.

## Activities, Events and Facilities

Occasionally certain facilities or activities may be temporarily withdrawn due to maintenance, renovation, private functions or adverse weather conditions. We reserve the right to make such alterations in the above circumstances without prior notice and are unable to pay compensation or refunds for any inconvenience caused. Please note, off peak facilities may be reduced or restricted. We provide a range of indoor and outdoor facilities for children. Please note that children remain the responsibility of their parents/guardians at all times. Some of our facilities may have weight, height and/or age

restrictions, and swimming sessions may be scheduled in the pools at certain times. Uses of some facilities are chargeable. Opening times and prices are subject to change without notice. Maintenance issues can be experienced at any time particularly with hot tubs. As per our health and safety requirements we test all hot tubs on a weekly basis. Please note no compensation will be paid should you be unable to use a hot tub due to any reason.

## Leisure passes

Leisure and swimming pool facilities are charged separately. All holidaymakers' names are registered at the leisure club on park and passes are available to purchase when booking. Passes purchased on or after arrival will be charged at a higher rate. Please be advised any gym and spa facilities are strictly reserved for guests aged sixteen years and over. In the absence of lifeguards, all Pure Leisure Group pool facilities require a responsible, able bodied adult to accompany all children from the age of 12 to 16 at the poolside. Children under 12 years old must be accompanied by a responsible adult in the pool. Further child/adult ratio is available on the website. During peak periods, busy weekends and events booking swimming passes and swimming slots is essential due to pool capacity at Billing Aquadrome.

## Payments

At the time of booking you will need to pay the required deposit and Cancellation Cover cost if added to the booking. The balance is due and payable (cleared funds for payments by cheque) no later than 60 days prior to the commencement of your booking. Where the booking is made less than 60 days before your arrival date, full payment must be made by debit or credit card. Please note we cannot accept payment by cheque for bookings with an arrival date within 60 days of the reservation being made. A statement showing the balance outstanding and due date will be sent to you on receipt of your deposit. Please keep your final confirmation paperwork safe as you must present this upon arrival at your holiday park. If the balance is not received by the due date then your booking will be treated as a cancellation and no refund will be paid any cheque must be made payable to Pure Leisure Group.

## Changes to your booking

After you have paid your deposit you may wish to change some elements of the booking, e.g. type of accommodation or number of guests. We will try to meet your request wherever possible. Date changes may not be possible. Any amendments must be made by the person who made the original booking and will incur an administration fee payable at the time of amendment being made. Administration fee £10.00.

## Minimum stays

During some peak times and busy periods, a minimum stay may apply to bookings. This may vary dependent on the park, scheduled events and dates. Please check at the time of booking.

## Price amendments

All rates shown are subject to change without notice.

## Occupancy of accommodation

Accommodation can only be occupied by the number of persons advised at the point of booking. If accommodation is found to be occupied by more people than we have been advised of, additional occupants will be removed from the park or offered alternative accommodation subject to availability and rates at that time.

## Arrivals and Departures

### Hire fleet

Arrival 4.00pm and departure 10.00am. Touring/ Camping /Pods Arrival times 2.00pm and departure 12.00pm. Early park admission may be available at certain times at an additional cost for tent bookings only.

Please refer to your final confirmation for information which will outline your arrival and departure times, along with any details of things you may need to bring with you and if a security deposit is required on arrival. If you expect to arrive after 6:00pm please either advise us at time of booking or inform the park in advance of your arrival, so that we can make the necessary arrangements

for your arrival.

## Contractors

We have set tariffs for all Contractors. All bookings must be made via the Booking Team on 01524 781453. Terms and conditions apply, available on request. We do not provide VAT invoices. Part of the Tour Operator Margin scheme. Booking confirmations are proof of purchase.

## Groups

We do not accept group bookings (3 or more) from single sex groups or groups under 21 years of age. Any booking subsequently found in breach of these conditions may, at our discretion, be removed from the park without any refunds.

Infants - 0-4 Years

Children – 5-17 years

Adults 18 +

Lead name must be 21 years or older.

## Vehicles

We do not allow commercial vehicles in conjunction with camping and touring bookings. Commercial vehicles can be used, on request, with accommodation and pod bookings only. You may be asked to provide a valid CRiS document, proof of insurance and a photo ID to correspond with the name on the reservation to enter the park. Vehicle registration numbers must be provided 48 hours in advance of arrival where possible. The registration number provided for the booking must match the registration of the vehicle that arrives on park. A suitable vehicle must remain on park at all times for touring and camping reservations. Drop off is not allowed. If you are asked to provide any of the above and fail to do so entry to the park will not be granted and no refund will be made.

## Accommodation descriptions

In describing accommodation we have tried to be as factual as possible however it should be noted that holiday homes on some parks are individual and as such, may vary to some extent. Images used are for illustrative purposes only, individual features may vary and any dimensions quoted are approximate. Please note that any descriptions provided in printed material or online are for guidance purposes only and do not form part of any contractual agreement. Unless specifically shown as being 'FREE' a charge may be made for some of the facilities or services described.

## Dogs and other pets

We welcome well trained dogs in our Pet friendly accommodation but dogs that are specified in the Dangerous Dogs Act 1991 are not permitted.

Charges are per dog. Accommodation Duration Charge Hire Caravans/Lodges per week £45.00; Hire Caravans/Lodges per short break £35.00; Touring & camping nightly £4.00.

## Lost property

If property is left in the accommodation after departure, whilst we will try to do everything within our power to return the item, we cannot be held responsible for any loss or damage.

## Ball games

For the comfort of all our guests these are not permitted in the areas between and around accommodation.

## Litter

All litter must be disposed of in waste bins provided on our parks.

## Alcohol and Smoking

All holiday homes and camping pods have a strict no smoking rule which must be adhered to at all times. Pure Leisure Group and its related parks are only permitted to sell alcohol to people aged 18 or over and some parks operate a 'Think 25' policy. If any member of our staff is in doubt, ID showing proof of age will be asked for. Some parks also operate 'Alcohol Free Zones' where the consumption of alcohol in public places is strictly prohibited.

## Parking

Parking is available alongside holiday homes, camping pods and pitches. Please ensure that you park your vehicle in the space designated for your pitch. This is to

allow the free flow of traffic for essential services and the safety of guests. Offending vehicles may be removed at the discretion of the Company. Please indicate when booking if you are bringing a second car in order that we can issue an additional car pass. Failure to advise us of this may result in additional vehicles being refused entry to the park. Cars and other vehicles are accepted on Company property at the owner's risk. Each additional vehicle is charged at £10.00. Registration numbers are required at time of booking or no later than 48 hours prior to arrival. We do not allow commercial vehicles in conjunction with camping and touring bookings.

#### Fires & Lanterns

Ground fires, open fires, Chinese lanterns and fire pits are strictly prohibited on all parks. Please exercise caution when disposing of used barbecues and allow complete cooling prior to disposal in waste bins.

#### What is Included?

All holiday homes offer comfortable well equipped accommodation including a fully equipped kitchen, duvets, pillows and bed linen, gas and electricity. All you are required to bring with you are towels and tea towels. WIFI services are supplied by a third party and as such are not under our control, no compensation will be paid should the WIFI not work for any reason during your stay.

#### Promotional offers

All special offers are subject to availability and specific terms and conditions, and may be withdrawn at any time. Special offers can only be honored if mentioned at time of booking. These offers can only be applied to the promotional period stated, cannot be used in conjunction with any other offer and apply to new bookings only. When booking Online offers must be selected at time of booking and cannot be added at a later date.

#### Unreasonable behavior

For the convenience and enjoyment of all our guests, we reserve the right to terminate a booking without compensation where the unreasonable behavior of the persons named on the booking or their guests may impair the enjoyment, comfort, safety or health of other guests. Should your holiday be cut short due to any of your party being asked to leave the park, no refunds will be given. We reserve the right to refuse entry.

#### We are here to help

If you feel that you have any comments or complaints whilst on holiday, you should notify the park's Reception as soon as possible during your stay so that we can try to resolve any problems. If at the end of your holiday, you feel that we have not dealt with your complaint satisfactorily, please write to the Customer Relations Department or email [customerrelations@pureleisuregroup.com](mailto:customerrelations@pureleisuregroup.com) within 7 days of the departure date of your booking. We will reply within 28 days. If you do not tell us about your complaint whilst on park our ability to investigate could be seriously hampered and we will not deal with it unless there is a valid reason why you did not tell us. We regret that we cannot accept liability for any claim not notified to us in accordance with this clause. All calls are recorded for training and monitoring purposes.

#### Brochure and Online activity

We have taken care to ensure that all our brochure and website information, pictures and descriptions have been compiled from up to date information and are accurate at time of going to press. It is published in good faith.

#### Limitation of liability

We only accept responsibility for the proper performance of our obligations under this contract. We will perform such obligations with reasonable skill and care. Our liability to you (within our responsibilities) is limited to twice the price of your reservation costs (without extras). We are not responsible for any failure or loss that is:

- Attributable to you or a member of your party;
- Attributable to a third party unconnected with the provision of the services to you, and is unforeseeable or unavoidable;
- Attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment.
- Due to Force Majeure\*
- Due to information, however obtained, from outside sources such as independent third party websites
- Any consequential loss not directly connected to the contract with us.
- Personal Injury, illness or death.

#### Using a Booking Agent

If you book with a booking agent, all communications will be made via them. The agent will hold your payment on

our behalf until your holiday is confirmed. The agent must give you a receipt or confirmation invoice. Please take any documentation from your booking agent with you as it may be required to confirm your accommodation and other services reservation(s) and requests. Pure Leisure Group and its parks cannot be held responsible for failing to meet / deliver any specific requests made with your booking agent unless proof can be supplied of Pure Leisure Groups agreement to meet such requests.

#### Data Protection Policy Statement

Pure Leisure Group will hold information provided by you to us in connection with your booking(s). It will be used in connection with your booking and for marketing purposes were you provide permission to do so. Pure Leisure Group and its affiliated companies may use the information to provide you with details of their full range of services and products. If you are on our mailing list and do not wish to receive any future news, updates or offers from Pure Leisure Group, then please write to us

#### Privacy Policy

Pure Leisure Group's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Please access our Privacy Notice available upon request or on our website

#### Information about You

##### Your Information:

This refers to a combination of information such as your name and contact details, that you supply to us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete. Our Use of Your Information:

(1) For the purpose of providing you with our services, Including your accommodation, golf arrangements, etc., we may disclose and process your information outside the UK/EEA.

(2) We may collect and process your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (Some of whom are located outside the UK/EEA). These business purposes include administration, providing services (and contacting you if necessary), customer care, service quality, business management and operation, re-organization/ structuring/sale of our business (or group companies), risk assessment, security, fraud and crime prevention/ detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends, dispute resolution, credit checking and debt collection.

(3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where we need to act on your behalf or in the interest of passengers or in an emergency. If you do not agree to Our Use of Your Information above, we cannot do business with you or accept your booking.

#### Direct Marketing Material

(1) We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. Our websites will ask your permissions to e-communications.

(2) We do not share any customer data for marketing purposes with any third parties either directly or indirectly.

#### YOUR RIGHTS

(1) On written request to the company, you are entitled to a copy of the information we hold about you and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. You can also use our "unsubscribe" option on receipt of e-communications. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of our group companies or brands, please send us your request. Please write to: Pure Leisure

Group, Marketing Department, South Lakeland House, A6, Yealand Redmayne, Carnforth, Lancashire. LA5 9RN

#### Use of Tools / Cookies and links to other websites

If our contact and dealing with you is via our website(s), we may use HTTP cookies. These cookies allow us to identify your computer but not you personally. You can set your web browser to refuse cookies. However, you may not be able to enjoy all the facilities of, or book via our website if you do so. We may use information we hold and cookies to identify your individual website behavior, searches, preferences, facilitate your activities on our website(s) and provide you with services and offers. For example:

- If you are making a purchase, we may also use cookies to keep track of the transaction from one web page to another.

- We collect information relating to customer use, trends and patterns and use cookies and software tools to capture, measure and analyze site usage and related information.

- If you also receive our email marketing, we may tailor the information we send you unless you tell us not to. This will enable us to send you more personalized and relevant communications. You will be given the opportunity on every communication to opt-out of this personalization.

- When you are on our website, we may interact with you and/or provide you with personalized information. We do this by using cookies to identify your individual website behavior which allows us to provide you with more relevant personalized promotions. When you are online but off our site, to help us deliver advertising effectively and avoid repeating adverts, we employ cookies. These cookies allow us to provide advertising off site which is more relevant to a user's interests. The information that we collect and share is anonymous and not personally identifiable. It does not contain a user's name, address, telephone number or email address. Our website(s) may use a variety of HTTP cookies. To help you understand more about, control and/or delete cookies:

(1) Internet Advertising Bureau:

[www.youronlinechoices.com/uk](http://www.youronlinechoices.com/uk)

(2) Adobe:

[www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager07.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html)

(3) Google Analytics:

<http://code.google.com/apis/analytics/docs/concepts/gaConceptsCookies.html> by using our website(s), you consent to our use of cookies as set out above. Our website(s) may contain links to other sites not controlled by us. It is your responsibility to check the status of these sites.

#### Monitoring

To ensure that we carry out your instructions accurately, improve our service, for security and to reduce the possibility of fraud, we may monitor and/or record:

(1) telephone calls;

(2) activities using CCTV in and around our premises; and

(3) transactions and activities at all points of contact.

All recordings are and shall remain our sole property.

#### Security Statement

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

#### Changes to this Policy

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

#### Live Chat

Any data/ information that you share with us on our live chat feature is not shared with anyone outside of the company. Data and information is only shared when the customer requires or asks for it to be passed on to the relevant member of staff within the company who can assist them. This data will not be held or be sold on to other companies.

#### Copyright

No party is permitted to reproduce any of the contents of any of our brochures (including photographs) or our websites for personal or commercial use without the prior written permission of Pure Leisure Group.

#### Registered Address:

Pure Leisure Group Ltd, South Lakeland House, A6, Yealand Redmayne, Carnforth, Lancashire, LA5 9RN  
Company Registration No: 0511 3719.