

Park home & lodge hire Terms and Conditions

In these terms and conditions the following terms have the following meanings:

'Accommodation' means the park home or lodge shown in the booking form or as may otherwise be agreed in writing between the Dorset Country Holidays and Events and the Visitor;

'Agreement' means the agreement between the Dorset Country Holidays & Events (here after referred to as DCHE) and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

'DCHE' means Dorset Country Holidays and Events Ltd whose registered office is at Sherborne Causeway, Shaftesbury, Dorset, SP7 9PX; and

'Visitor' means the person named in the booking form.

1 Agreement

1.1 The making of a booking (unless cancelled within 7 working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and DCHE for the holiday rental of the Accommodation.

1.2 DCHE permits the Visitor to occupy the Accommodation for the holiday period shown in the booking form together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

2 Price Changes

2.1 Holiday prices are reviewed each year in autumn, for the coming calendar year. Once prices are reviewed, the price for each Visitor's booking is confirmed on their booking form.

2.2 If the Visitor has booked in advance of the price review, and the price for their holiday has changed as a result of the review, DCHE will notify the Visitor in writing or via email as soon as possible. DCHE will then ask the Visitor to confirm the booking at the agreed new price, or confirm that they no longer wish to continue with the booking. Should the Visitor choose not to continue they shall be entitled to a full refund.

2.3 If DCHE has not heard back from the Visitor within 4 weeks it shall notify them again and if it has still not received confirmation within a further 4 weeks it shall have the right to terminate the booking. In such circumstances, DCHE will only be liable for the return of the deposit. It is important in order for DCHE to correspond with the Visitor that the Visitor keeps DCHE notified of any changes in their contact details by emailing dche@live.com or by calling 01747 851497.

3 Booking and Payment Terms

3.1 For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least one third of the holiday price (rounding up to the nearest pound sterling) has been received by DCHE. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 5 working days. The full balance of the total holiday cost (including any increase made in accordance with these Terms and Conditions) will be payable not later than 6 weeks before the holiday begins.

3.2 For bookings made for a holiday less than 6 weeks away, full payment must be made at the time of booking.

3.3 All payments can only be accepted in Pounds Sterling, a credit card charge applies for payments made using Visa or MasterCard of 2% on the total booking value. No charge applies for payments made by Debit card.

4 Cancellation

4.1 If a visitor wishes to cancel a booking it must give DCHE notice in writing or email as soon as possible. On receipt of the written cancellation DCHE will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover office administration. If DCHE is unable to re-let the Accommodation, the Visitor will be liable to pay the administration charge plus costs on a scale proportionate to the length of time before the rental commences, as set out below :

Exceeding 56 days from accommodation rental date	40% of deposit
Between 55 days and 42 days	60% of deposit
Between 41 days and 28 days	Loss of deposit
Less than 28 days from accommodation rental date	Loss of rental charges

4.2 If, following a booking, the full balance is not paid on time, DCHE shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by DCHE then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

5 DCHE Right to Refuse/Alter

5.1 DCHE may, at its discretion, refuse any booking.

5.2 DCHE may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of DCHE; or (b) to perform or complete essential remedial or refurbishment works.

5.3 If a booking is altered or cancelled by DCHE due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking. If DCHE is not able to offer such an alternative or the Visitor does not accept the alternative offered, DCHE will return to the Visitor the relevant proportion of the money paid by the Visitor to DCHE in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

5.4 If a booking is altered or cancelled by DCHE in order to perform or complete essential remedial or refurbishment works it shall offer the Visitor another park home or lodge in the same or a higher price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

6 Change of Booking

6.1 Transferred bookings are not normally permitted e.g. a transfer from one park home or lodge to another, a change in the Visitor or a transfer from one date to another.

6.2 DCHE may, at its discretion, accept transferred bookings subject to payment of a fee of £35.00 (thirty-five pounds). However, bookings will not normally be accepted within one month of the Visitor's holiday, or from one calendar year to another.

7 Maximum Numbers of Visitors

Occupation must be limited to the maximum number of persons for the Accommodation stated in the accommodation advertisements, in the available beds only – no additional tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available in each park home or lodge. To exceed the maximum number of persons in a park home or lodge overloads the facilities available which are often not designed or capable of supporting additional



usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

8 Services

The holiday price will include all charges for water, gas, electricity, or oil. Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use on open fires or stoves within the Accommodation. Any damage caused by using inappropriate fuel will be charged to the Visitor.

9 Liability and Loss of Visitor Property

9.1 Any Visitor's property found at the Accommodation or on DCHE's property will be subject to DCHE's Policy regarding lost property as described in the welcome pack in the Accommodation. Lost property will normally be disposed of if it is not collected within a week and DCHE may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

9.2 DCHE will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Blackmore Vale Leisure.

10 Pets

10.1 Dogs are permitted but are subject to a surcharge. A maximum number of two dogs and only well trained dogs are permitted on condition that they are not allowed in bedrooms, on the furniture, and especially not on the beds, nor left unattended in the Accommodation. A charge of £35 per week will be made for each dog. No other domestic pets can be accepted in the Accommodation.

10.2 Assistance dogs are permitted in the Accommodation and the restrictions and charges described in Clause 10.1 above apply to such dogs. The Visitor must notify DCHE of the intended presence of any assistance dogs prior to booking.

11 DCHE's Right of Entry

11.1 As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. DCHE and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

11.2 DCHE will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. If this is not possible DCHE will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

12 Visitor Obligations

12.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

12.2 The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

12.3 The Visitor must allow DCHE and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

12.4 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to DCHE or to any neighbours.

12.5 The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

12.6 Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.

12.7 The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted unless expressly agreed in writing with DCHE. Use of Barbeques are permitted in the barbeque provided.

13 Damages and Security Charge

13.1 DCHE recommends that Visitors hold personal insurance for accidental damage and personal liability.

13.2 If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to DCHE immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

13.3 **All bookings will be subject to a security charge of £200 per booking.** This is refundable providing the accommodation is left on-time, clean and undamaged. This security charge provides cover for the cost of any minor damage and/or breakages caused by the Visitor in, at or to the property, as well as any requirement for additional cleaning where the Accommodation is not left clean. The charge is payable to DCHE upon booking. If the security charge is not sufficient to cover the cost of any additional cleaning, breakages and/or damage caused, the Visitor will be responsible for full payment of any additional charges, costs and/or losses incurred on request.

14 Occupation

14.1 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

14.3 The maximum occupancy of the Accommodation shall not be exceeded. However DCHE will always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Blackmore Vale Leisure. If permission is granted, an additional charge will be made.

15 Water Supply

DCHE cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of DCHE's reasonable control.

16 Weather

If the Accommodation becomes inaccessible due to bad weather DCHE will take reasonable steps to inform the Visitor and to offer an alternative park home or lodge. However, DCHE's liability does not extend to weather related conditions that affect public roads.

17 Comments/Complaints

17.1 Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the DCHE. Reasonable steps will then be taken to assist the Visitor.

17.2 DCHE is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify DCHE or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

17.3 Visitors must provide a contact telephone number and suitable time for DCHE to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of DCHE to resolve problems or complaints. If despite contacting DCHE the problem or complaint remains unresolved, the Visitor must contact DCHE. The Visitor must not independently move to other accommodation without first allowing DCHE the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation or repayment.

17.4 Visitors must formally confirm any unresolved complaint in writing to DCHE within 28 days of return from holiday, addressed to: DCHE, Sherborne Causeway, Shaftesbury, SP7 9PX.

18 Arrival and Departure Times

18.1 The Visitor and his or her party must arrive after the arrival time (3:30pm on the first day of the holiday period) but before 5:00 pm and depart before the departure time (10:00am on the last day of the holiday period). DCHE especially recommends arrival before 5pm in winter months where access to rural Accommodation is often made more difficult due to lack of local lighting. Any stay that extends over this period will be subject to a charge being made for additional days.

18.2 The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

19 Rural way of life

DCHE's park homes & lodges are located in a rural area and any action by the Visitor and his or her party that interrupts or endangers the livelihood of others authorised to use the Accommodation and/or the surrounding land belonging to DCHE, will constitute a breach of the Agreement by the Visitor.

19.1 The Visitors will respect neighbours & other visitors, their right to privacy as well as peace and quiet. Loud music, television, radio or entertainment is not permitted after 9pm

19.2 The Visitor and his or her party will respect that rural drainage systems are in place and will not put fat / oil down any plug holes or flush anything other than human waste and tissue paper down a toilet.

20 Right to Evict

DCHE may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

20.1 this is deemed necessary by DCHE where there is a serious breach by the Visitor of the Agreement, a breach of point 19.1 or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or

20.2 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

21 Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

