

## Terms & Conditions

### Booking Cancellation Policy

**Accommodation** - The deposit paid at the time of booking is non-refundable. Changes and cancellations to bookings made up to 30 days prior to arrival are without further charge.

Bookings cancelled within the 30 days before arrival will be charged a non-refundable cancellation fee of the total cost of the booking.

**Camping** - Changes and cancellations to bookings made up to 14 days prior to arrival are only subject to an administration charge.

Bookings cancelled within the 14 days before arrival will be charged a non-refundable cancellation fee of the total cost of the booking.

### Your booking

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

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

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

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.

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

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

### Paying for your holiday

**Accommodation** - You must pay us the total amount payable for your booking if you book within 30 days of arrival or £100 deposit if it is longer than this.

**Camping** - You must pay us the total amount payable for your booking if you book within 14 days of arrival or 50% of the total amount payable if it is longer than this.

We will only accept payment by cheque where the cheque is drawn from a bank based in the United Kingdom; this is due to the additional costs and processing time for cheques outside this area.

Promotional offers will only be applied if they are valid and quoted at the time of booking. Promotional offers cannot be combined, nor can they be used retrospectively to apply to existing bookings. In addition, we reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our website. Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended:

Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended prior to your booking being confirmed, we will email you to notify you the offer is no longer available and cancel your booking.

In the case where a balance remains unpaid four weeks (for accommodation) or two weeks (for camping) prior to the holiday, we'll remind you by email, message or telephone. If you fail to make the relevant payment within 10 days of the due date, we'll assume you want to cancel your booking. If this happens, your booking will immediately be cancelled, and the cancellation charges set out in our cancellation policy will apply.

## Pricing

We regularly review and amend the prices we charge for our accommodation and camping. Any pricing information shown in any brochures is not valid and for the most up to date pricing information please check the relevant section of our website or telephone us directly. We will confirm the price of your accommodation/pitch at the time you make your booking and in your booking confirmation.

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

All prices given on our website or on the phone are for the accommodation/pitch only. We may charge for items including (but not limited to) additional guests, parking, electric hook-ups, showers and laundry facilities. Details of additional charges can be found on the booking page.

We reserve the right to charge for water, gas and electricity that may be applicable to the accommodation/pitch. This will be charged at cost if applicable and the average weekly price advertised on the website in advance.

## If you want to cancel your booking

Your contract with us is a contract for the provision of leisure accommodation 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. We do, however, offer you the right to cancel your contract subject to the provisions of this section.

If you wish to cancel a confirmed booking you must let us know by email ([stay@parkgatefarmholidays.co.uk](mailto:stay@parkgatefarmholidays.co.uk)) or in writing to Parkgate Farm Holidays, Gap Farm, Wasdale, Seascale, Cumbria, CA20 1ET as soon as possible quoting your booking reference 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, email or written notification, and will be subject to the cancellation charges as set out below.

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 below:

**Accommodation** - Cancellation more than 30 days before arrival - administration fee of £15.

Cancellation less than 30 days or after the booking start date - 100% of the total booking charge.

**Camping** - Cancellation more than 14 days before arrival - administration fee of £15.

Cancellation less than 14 days or after the booking start date - 100% of the total booking charge.

If you terminate your booking after the booking start date, we will not issue any refund for any remaining nights of your booking. To clarify, this includes where you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. We strongly recommend you take out comprehensive holiday insurance to compensate you in these circumstances.

## If you want to change your booking

If you want to change any detail of your confirmed booking you must contact us by telephone, email or in writing quoting your booking reference as soon

as possible. This includes details such as the type of accommodation, number of pitches, the number of guests, 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. Any reduction in the number of nights will be treated as a partial cancellation and cancellation charges calculated in accordance with our policy may apply.

If we do change your booking, you may be charged an administration fee of 10% of your booking (with a maximum of £25) 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 accommodation costs are lower as a result of the change, we'll refund you the difference at the time we change your booking, after deducting the administration fee referred to above and, if applicable, any cancellation charges.

## If we need to change or cancel your booking

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; or

for other reasons unforeseen at the time you made your booking which are beyond our reasonable control. This may include occasions where the accommodation becomes inaccessible due to a Meteorological Office Severe Weather Warning or other severe weather event.

If we do need to change or cancel your booking for the reason set out above, we will do our best to offer you a suitable alternative booking. If we're not able to offer you a suitable alternative, or if you don't accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.

If we do need to change or cancel your booking for the reasons set out above, 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.

If we do need to change or cancel your booking as above because it becomes impossible to deliver the booking due unforeseen events beyond our reasonable control, we'll do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you don't accept the alternative we offer, the booking will be deemed cancelled and no refund of any amounts paid will be offered.

We strongly recommend that you obtain appropriate and comprehensive travel insurance for all members of your group. This should ideally cover illness, cancellation and injuries during your stay.

## Special Requests

Special requests must be requested at the time of booking and no later than 7 days prior to travel. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request.

## Group bookings and special events

Group bookings can only be accepted from organised groups. Bookings for all groups, including large family or friend groups, must be notified to us and approved by us at the time of booking. Our site is not suitable for stag, hen or birthday parties.

If you want to use the site for such a purpose, you must contact [stay@parkgatefarmholidays.co.uk](mailto:stay@parkgatefarmholidays.co.uk) prior to booking and obtain our prior agreement to any such use.

Please note that if you fail to comply with our rules on group bookings as set out in this section we may need to exercise our rights to evict.

## Visitor standards and behaviour

In the case of camping, no pegs to be buried below 150mm into the ground as there are underground services.

No electric tent/awning heaters permitted.

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.

You must keep the site, accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.

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.

Smoking is not permitted in any part of your accommodation. Please note smoking includes use of vapours and/or e-cigarettes. You and your party must not smoke inside your accommodation. You and your party must not use candles, tea-lights, fireworks or Chinese lanterns at your accommodation.

You and your party may only use a barbeque on site if it is placed outside and raised off the ground - not on the picnic tables. You and your party must not use barbeques, gas stoves, or other naked flames and cooking equipment inside any tent or accommodation unless it is provided as part of the accommodation offer.

A maximum of 2 dogs are permitted in each unit of accommodation/pitch. You must tell us at the time of booking if you wish to bring a dog and make payment accordingly. Dogs must be kept on leads when not inside the accommodation. Assistance dogs are permitted for no additional charge but you must notify us at the time of booking if you wish to bring an assistance dog with you.

Flying of drones at the site/accommodation is not permitted.

You must not charge an electric vehicle from the accommodation unless a designated electric vehicle charging point has been provided or without written consent.

The use and storage of firearms or weapons is not permitted in any part of the accommodation, the site or in cars parked at the site.

Please note that if you do not comply with the standards and behaviours set out in this section we may need to exercise our rights to evict.

## Maximum occupation

You must ensure that the maximum number of persons occupying the accommodation/pitch does not exceed the maximum occupancy limits set out on our website. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

We set maximum occupancy limits in line with the facilities, space and equipment available at the relevant accommodation/pitch and to comply with applicable health and safety, insurance and regulatory requirements. As such, we reserve the right to require you to leave the site (without any compensation or refund) if you exceed the maximum occupancy limits as described in this section.

## Damage

If you discover that anything is missing or damaged on arrival you must notify us immediately. If you do not notify us we will assume that you caused the relevant damage or loss.

You will be responsible for the cost of any damage to the accommodation or its contents caused by you or by any member of your party or animal brought with you. We recommend that you have comprehensive insurance in place to cover this.

## Problems/complaints

We take care to ensure that our accommodation and site are of a high standard. However, if you have any problems with your accommodation or site, please contact us immediately and give us the opportunity to resolve it.

In considering any complaint, we'll take into account whether we have been given the opportunity to investigate it and put matters right.

Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

## Our rights of access

Our staff or contractors may need to access your accommodation if there is an unforeseen problem, to investigate an incident you have raised, or to perform certain routine property checks. If this happens, we'll do our best to let you know in advance of the date and time that we will need access.

If we do need to access your accommodation for any reason, we'll always try to do so at reasonably convenient times (other than in the event of an emergency).

## 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:

we consider that you or your party have committed a serious breach of these terms and conditions;

we consider that your or your party's behaviour endangers the safety of our visitors or staff;

any complaints are made of anti-social, abusive or unacceptable behaviour against you or your party;

you or your party cause an unreasonable amount of damage to the property or its contents; or

you exceed the maximum occupancy limit for your accommodation.

## Our liability to you

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.

Nothing in these terms and conditions is intended to limit our liability for:

death or personal injury caused by our negligence;

fraud or fraudulent misrepresentation on our part; or

any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.

Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 040506.

## Events beyond our control

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.

An event outside our control means any act or event that is beyond our reasonable control, including without limitation severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, pandemic, 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.

## Some practical information



Your check-in and departure times will be set out in your booking confirmation. 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.

If you believe you have left 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 charge a lost property charge of £10 to cover our admin costs and standard Royal Mail delivery up to 2kgs in the UK to return your items to you (subject to the terms of this clause). If a request to return your items deviates from these conditions, then we reserve the right to charge you any additional costs. Where possible, we'll hold all lost property for three months, after which it will be disposed of. Perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.

Our site is in a rural area 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.

Bats and other wildlife are present at our site. We request that wildlife and other animals are not interfered. 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.

Cars parked at the site are done so at the owner's risk.

For more practical information on your stay, please visit our website - <https://www.parkgatefarmholidays.co.uk>.

## Entire agreement

This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

No one other than a party to this contract shall have any right to enforce any of its terms.

## Data protection

We will process your personal data provided as part of this activity in order to communicate with you about your booking and, from time to time, request feedback which will enable us to improve your future experience with us.

For more information about how we are processing your personal data, please see our Privacy Policy.

If you wish to change the way we communicate with you at any time, you can write to the address given on the website; alternatively send an e-mail [stay@parkgatefarmholidays.co.uk](mailto:stay@parkgatefarmholidays.co.uk) or telephone 019467 26362.

In line with Immigration (Hotel Records) Order 1972, we reserve the right to capture details of non UK nationals which can be passed on to the UK Border Agency upon request. It is your responsibility to ensure you and your guests have the relevant travel documents required for the country you are visiting and the duration of your stay.