These Terms & Conditions apply to lettings of holiday accommodation by Blakemere Craft Centre Limited trading as Blakemere Holiday Park (**We,us,our**) and form the basis of your contract with us so please read them carefully before making a reservation.

1. Definitions

Booking Confirmation means the confirmation of booking provided to you when a booking has been accepted;

Booking Deposit means 30% of the Rent in relation to bookings made more than 4 weeks in advance and 100% of the Rent in relation to bookings made less than 4 weeks in advance.

Booking Form means the accommodation booking form found online at our website www.stayatblakemere.co.uk;

Park means Blakemere Holiday Park, Blakemere Village, Chester Road, Sandiway, Northwich CW8 2EB; **Rent** means the rent payable for the Unit as specified in the Booking Confirmation.

Rental Period means the rental period specified in the Booking Form.

Security Deposit means £200.

Unit means the holiday accommodation rented by you;

2. Booking and payment

2.1 A booking is made by completing and submitting the Booking Form and paying the Booking Deposit which is non-refundable. Please note that we do not accept Booking Forms without payment of the Booking Deposit and that, for bookings made within 4 weeks of the start of the intended stay, full payment by credit or debit card is required at the time of submitting your Booking Form.

2.2 Once we receive the Booking Form and the Booking Deposit we will send you a Booking Confirmation showing the price for your break, any additional charges and payments received and due. Please check the details on the Booking Confirmation carefully and inform our Reservations Team as soon as possible of any errors. At this point a binding contract exists.

2.3 You must pay the balance of the Rent due in relation to your booking 4 weeks prior to the first day of the Rental Period. This can be paid by visiting your online account or calling 01606 882822. Any failure to pay will be treated as a cancellation under condition 4.1

2.4 You must pay the Security Deposit with the Rent due under condition 2.3 and will be held by us and applied against the cost of remedying any damage to the Unit/misuse or anti-social behaviour arising as a result of your stay. The Security Deposit will be returned to you within 14 days of the end of the Rental Period less any deductions made for the cost of remedying any damage (please see condition 10 below).

2.5 We cannot guarantee a specific Unit but will endeavour to accommodate requests included in the Booking Form where reasonably practicable.

2.6 We do not encourage large noisy single sex parties (ie Hen and Stag Parties), or large group celebration parties, due to the quiet and relaxed nature of the Park. If you still wish to make a booking for this type of party please speak to our staff in advance. We can generally accommodate those genuinely looking for a quieter getaway.

3. Changing your booking

3.1 We will endeavour to accommodate **one** request to change your booking provided it is submitted more than 4 weeks before commencement of the Rental Period, subject to:-

3.1.1 Availability

3.1.2 Payment of any increase in Rental Price applicable to the new booking (in the event that the

Rental Price for the new booking is lower than the Rental Price for the original booking this will be reflected in the total amount payable by you); and

3.1.3 Payment of an amendment charge of £30.00 to cover administration costs.

3.2 If you fail to agree a new booking within 8 weeks of requesting a change under condition 3.1, your request will be treated as a cancellation under condition 4.1.

4. Cancelling your booking

4.1 You may cancel your booking at any time. However, a fee will apply as detailed below:

Cancellation more than 8 weeks – Full deposit refunded Cancellation more than 6 weeks but not more than 8 - 50% of deposit refunded Cancellation more than 4 weeks but not more than 6 - 25% of deposit refunded Cancellation 4 weeks or less – No refund due

4.2 If you have not paid the Rent and Security Deposit by the date specified in condition 2.3 you will be deemed to have cancelled your booking under condition 4.1.

4.3 In the unlikely event that we need to cancel your booking prior to the commencement of the Rental Period for reasons beyond our reasonable control, for example; where our site is affected by severe adverse weather conditions (such as flooding) or where Government measures require or advise us not to accommodate you (such as in the event of an epidemic or where we have reason to believe that you pose a risk to staff or other guests) we will endeavour to agree an alternative booking with you and, failing this, will refund you any monies paid.

4.4 We recommend that you have adequate holiday insurance in place for your stay.

5. Arrival/Departure

5.1 Normal check in time is between 4pm and 7pm on the first day of the Rental Period and check out is by 10am on the final day of the Rental Period.

5.2 by commencing your stay at Blakemere Holiday Park you accept use of the barrier fob key to allow entry and exit from the Hideaway Lodge car park between 08:00am and 22:00pm. The fob remains the property of Blakemere Holiday Park and that if the fob is lost, damaged, or stolen, you must immediately notify reception and agree to pay £10.00 to cover cost of replacement/programming and administration. The fob is for your own personal use and you must not use to let anyone else onto our site.

5.3 The use of hot tubs is not available after 8.00am on the final day of the Rental Period.

5.4 The Unit will be clean and serviced on the first day of the Rental Period, with beds made.

5.5 Please check with reception with regards to any visitors

6. Your obligations during the Rental Period

6.1 You shall:

6.1.1 use the Unit in a reasonable and careful manner (and not for any illegal or immoral purpose), not allow it to deteriorate and keep it (and all items provided with it) clean and tidy at all times and not alter add to or interfere with the appearance structure exterior or interior of the Unit or the arrangement of the fixtures furniture and effects belonging to us;

6.1.2 not cause or permit any dangerous or inflammable substance to collect in or on the Unit apart from those needed for general domestic use;

6.1.3 only park in designated spaces, additional vehicles may be parked in the main car park (vehicles may not be parked on grassed areas). All vehicles on the Park remain their owners responsibility at all times and we do not accept any liability for loss or damage to your vehicle whilst on the Park. 6.1.4 make good all damage caused by, or as a result of, your actions or omissions (or those of any person at the Unit with your permission) to the Unit (including our fixtures, fittings and effects) or to any other property owned by us. Any loss or damage will be charged in accordance with condition 7; 6.1.5 report to us any damage, destruction, loss, defect or disrepair affecting the Unit as soon as it comes to your attention; and

6.1.6 comply with any regulations which we may from time to time make in the interests of good management of the Park.

6.2 You are responsible for the behaviour of all members of your party. Behaviour should be in keeping with the family environment and should not be excessive, noisy, aggressive or disruptive, especially at night and we do not tolerate noise or music after 10pm. Failure to behave in an appropriate manner may result in you being asked to leave the Park pursuant to condition 11 below.

6.3 You shall allow us or our agents or anyone with our written authority together with any workmen and necessary appliances to enter the Unit at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided we have (other than in the case of emergency) given reasonable notice (with regard to the work to be undertaken) beforehand and you shall not interfere with or obstruct any such persons.

6.4 You may not assign your booking and shall not part with possession or share occupation of the Unit or any part of it during the Rental Period.

6.5 At the end of the Rental Period you shall remove your belongings from the Unit and leave the Unit clean and tidy ready for re-occupation.

6.6 We accept no liability for personal possessions brought on to the park by you. We will keep any items found after the end of the Rental Period for a maximum of 14 days (dependant on item) after which they will be disposed of or donated to a local charitable organisation.

7. Wireless Internet Access

Wireless internet access is provided free of charge but is not guaranteed. The facility is not subject to any particular security / filtering measures and requires continuous parental supervision when used by children. We reserve the right to disclose your name and address to our internet service provider if we discover that you or a member of your party illegally downloaded content from the internet or otherwise engaged in unlawful activity whilst using this facility

8. Guest Safety

8.1 Children under the age of 16 must be supervised at all times by an adult, including the use of all facilities. A maximum speed limit of 5mph must be adhered to whilst driving onsite. Guests using bicycles are also asked to take into consideration the movement of other guests and children on the park. For accommodation with hot tubs, we ask that guests adhere to the safety and instruction information given on check in and displayed by the hot tub. We accept no responsibility for guests using their hot tub outside of these guidelines.

8.2 Please adhere to our rules and regulations for the play equipment as displayed in the play area.

8.3 Blakemere Village is out of bounds to Park guests after the village closes at 5pm, with the exception of a direct route to and from Blakemere Village Social, The Wee Howff and the Village Restaurant when it opens in the evening.

8.4 For safety reasons, for example very boggy conditions, guests are not permitted to enter the heavily wooded areas.

<u>9. Pets</u>

9.1 Pets are allowed in specified pet friendly Units for an additional charge. Pets found in accommodation units, that were not accounted for at the time of booking will be charged the relevant fee. You will be required to remove any pets brought into non-pet friendly accommodation and will be liable for a deep clean charge for the accommodation following removal.

9.2 Pets must be kept on a lead at all times whilst on the Park and all fouling must be appropriately disposed of.

10. Standard Charges for damage/misuse and anti-social behaviour

10.1 The following charges will apply:-

Antisocial Behaviour/ Loud Noise Disturbances - £200 per Lodge Hot Tub Deep Clean - £75 per Lodge Hot Tub Lid - £200 per Lodge Bath Robe - £30 Bath Sheet - £20 Duvet - £40 Duvet Cover - £30 Pillow - £10 Mattress - £250 Mattress Protector - £20 Accommodation Deep Clean - £50 Lodge / £100 Large Lodge Lost Key - £10 Dog Fouling (Gardens & Decking) £20.

10.2 Charges for anything not covered by the above will be notified to you.

10.3 Where possible applicable charges will be deducted from the Security Deposit and any excess invoiced to you and payable in full within 14 days from date of invoice.

11. Forfeiture and termination

11.1 If there has been a substantial breach of any of your obligations we may forfeit (i.e. bring to an end) the tenancy that exists in relation to the Unit and may recover possession of the Unit. Our other rights and remedies will remain in force.

11.2 If the behaviour of or level of noise generated by you and your guests is unacceptable we may terminate your rental of the Unit with immediate effect and require the Unit to be vacated and no refund will be given and we reserve the right not to accept any future bookings from you or any member of your party.

12. General

12.1 Any obligation on you in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.

12.2 Whenever there is more than one person comprising the customer their obligations may be enforced against all of them jointly and against each of them individually.

12.3 Neither party intends that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.4 An obligation in these Terms and Conditions to pay money includes an obligation to pay any applicable Value Added Tax in respect of that payment.

12.5 This contract between us shall be governed by the law of England and Wales.