



Holidaymaker Booking Terms and Conditions

Part I

Your booking

Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us. We will do our very best to help. Our full Access Statement is available on our website (www.rhinogpark.com). If you need these Terms and Conditions and our Booking Form in a different format, please ask us.

Park owner (referred to as “we/us/our”)

| | | | |
|-----------------------|--|----------------|--|
| Business name: | Country Parks Ltd | | |
| Address: | The Nest, Parkway, Ledbury, Herefordshire, HR8 2JD | | |
| Contact: | Clare Pykett, Office Manager | | |
| Telephone: | 01531 635 299 | Mobile: | |
| Email: | enquiries@countryparks.com | | |

Park details, if different from business name, address and contact details above:

| | | | |
|-------------------|--|----------------|--|
| Name: | Rhinog Park | | |
| Address: | Beach Road, Dyffryn Ardudwy, Gwynedd, North Wales, LL44 2HA | | |
| Contact: | Andy Clark, Park Warden | | |
| Telephone: | 01341 247 652 | Mobile: | |
| Email: | rhinogpark@countryparks.com | | |

Who may stay with us

2. The person who completes the Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.
3. Only the people named on the Booking Form, or when the booking is made by another means, may stay with us.
4. Your booking is personal to you and you cannot assign or transfer it to any other person.

5. If you request a booking for more than two people, we may ask you to provide evidence to our reasonable satisfaction that you are all couples or all members of the same family.
6. If you request a booking for more than one Lodge, then we may contact you before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for.
7. You must tell us if your booking request is connected to any other booking, for example because you know the other party or you share a common purpose in visiting the Park. If you do not tell us about a connection, we may cancel your booking immediately and (if your stay with us has started) require you to leave the Park. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

How to book

8. Bookings can be requested in the following ways:
 - 8.1. Online at www.rhinogpark.co.uk
 - 8.2. By telephone on 01341 247 652
9. You must tell us your full requirements, for example if you are bringing any vehicles. We need this information when deciding whether we are able to accept your booking and we may not be able to accommodate changes. Where we are able to do so, there may be an additional charge.
10. A contract exists when we have issued our confirmation to you.
11. Please check our confirmation carefully to see that it reflects your wishes. Please let us know of any difference within seven days unless your holiday is to start within 14 days in which case you should inform us within 24 hours.
12. We reserve the right to refuse any booking.

The price you pay

13. Our prices include VAT.
14. The price will not be subject to any change unless the rate of VAT changes.
15. When you request your booking, you must pay a deposit of £75 or (if you are requesting to book 28 days or less before the start date) the full price.
16. Unless you paid in full when requesting your booking, the balance of the price of your holiday must be paid at least 28 days before the start date. 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 as our cancellation charge. We will confirm the cancellation to you in writing by email or letter.
17. Please make sure that you book all the dates you need. We are not able to guarantee that we will be able to extend your booking.

Arrivals and departures

18. You must tell us by 2 p.m. if you are likely to arrive later than 4 p.m. You may not arrive after 7 p.m.
19. If we have not heard from you within 24 hours of your expected arrival, we may release your booking. You will only be entitled to a refund if a third party takes up your booking. In that event we

will refund you up to the money we receive for the rebooking less our reasonable administration charges.

20. You must vacate by 10 a.m. on the day of your departure.

Changes caused by exceptional circumstances

21. 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 to address a health and safety risk.

22. If we make changes which mean we can only provide your holiday in a radically different way, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. We prefer that you postpone rather than cancel but will always allow you to cancel where the law gives you the right to do so.

23. 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 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.

24. If you decide to cancel where clause 22 or clause 23 applies and your holiday has not started, then we will refund your booking 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.

25. We may also cancel your holiday, or any unused days, if Government guidance means that you should not visit or stay with us, even if the law still allows you to do so. If we cancel and your holiday has not started, then we will refund your booking in full including any deposit. If your holiday has started, then 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.

Other cancellations

26. We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us and may be made by telephone but needs to be confirmed in writing by post or email within 7 days of the telephone notification.

27. If you cancel under clause 26, 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.

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|--|--|
| If cancellation received more than 28 days before start date | Full refund (including any deposit) minus £25 administration fee |
| If cancellation received between 14 and 28 days before start date | Charge is 40% of holiday price; 60% refund |
| If cancellation received less than 14 days before start date | Charge is 100% of holiday price; no refund |

28. Written proof of extenuating circumstances will be considered in any disputed refund.

29. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 22 or clause 23 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.
30. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 50 - 52 give further details.
31. 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 were 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 booking was made.

Authorised means of payment

32. You may pay us in any of the following ways:

- By bank transfer using the following details:
 - Sort code: **20 39 64**
 - Account number: **8067 4389**
 - Account name: **Country Parks Ltd**
 - Reference: **Your Booking ID**
- By cheque with your Booking ID on the back, posted to Head Office, Country Parks Ltd, The Nest, Parkway, Ledbury, Herefordshire, HR8 2JD
- By debit or credit card payment in person at the Park Office or by phone on 01341 247 652.

Complaints

33. We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us as soon as possible as this gives us the best chance of resolving it with you. If you remain unhappy, please contact us again within 28 days of your departure and we will try to help.

Please refer to:

| | | | |
|------------------------|--|-------------------|----------------------|
| Name/Job title: | Clare Pykett, Office Manager | Telephone: | 01531 635 299 |
| Email: | enquiries@countryparks.com | | |

Personal data

34. Any personal data you give to us will be processed in accordance with the law and our privacy policy.

| | |
|------------------------------------|---|
| Location of privacy policy: | On website (https://rhinogpark.co.uk/) |
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Our promises to you

35. We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.
36. We will provide, maintain and keep in good state of repair the Services, except where these have to be interrupted temporarily for the purposes of repair or development or for other reasons caused by exceptional circumstances outside our control.

37. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

Your promises to us

You agree that you will:

38. Keep to these Terms and Conditions and the Park Rules.

39. Stay with us only for holiday and recreational purposes.

40. Pay promptly for your holiday and other charges due to us.

41. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.

42. Not cause any damage during your holiday.

43. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Park in the Office.

44. Not make any alteration to any accommodation or Pitch.

45. Permit us to move you to another location on the Park if necessary. We will ensure that any alternative location will be of similar quality and be responsible for all reasonable costs incurred.

Behaviour standards

These standards will apply from when you request your booking until your holiday ends. Unless stated otherwise, they apply whether or not you are on the Park at the time.

You agree to, and you must make sure that you, your party and any visitors (including, in each case, their children), keep to the following standards of behaviour:

46. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.

47. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.

48. Not to:

48.1. Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

48.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 48.1) at the Park or in its vicinity;

48.3. Commit any acts of vandalism or nuisance on the Park;

48.4. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;

48.5. Keep or carry any firearm or any other weapon on the Park;

48.6. Keep or use any unlawful drugs on the Park;

- 48.7. Create undue noise or disturbance or commit antisocial behaviour on the Park;
 - 48.8. Carry on any trade or business at the Park;
 - 48.9. Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Park.
49. You agree that if you or any of your family members or visitors or guests whom you have invited to the Park break the behaviour standards listed above then we may terminate your booking.

Cancelling the booking because you are in breach of these Terms and Conditions

50. We may cancel your holiday if you are in serious breach of your obligations in these Terms and Conditions and the breach is **not** capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property) by serving upon you reasonable notice in writing to cancel your booking. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances. In appropriate cases, this may mean requiring you to leave the Park immediately.
51. If you are in breach of any of your obligations under these Terms and Conditions which **is** capable of being remedied (for example, a failure to comply with the behaviour standards in clauses 46 - 49 which has not caused a breakdown in the relationship between you and us) we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to cancel your booking. In appropriate cases, the warning we give you may be very short and we may then require you to leave the Park immediately.
52. If we cancel your booking under clauses 50 or 51 you will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

Changing the Park Rules

53. 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, in which case we will notify you in writing using your contact details at the address on the Booking Form.
54. Any changes made to the Park Rules after we accept your booking 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 booking Terms and Conditions.

Keys

55. We hold a key to all the accommodation we own on the Park.
56. If you are staying in our accommodation, we may use the key for any purpose authorised by you, for example if you ask us to give access to an authorised visitor. We may require you to confirm your authority in writing.
57. We may also use the key 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 accommodation if it appears to be insecure.

58. We will take reasonable care when accessing any accommodation.

Communications

59. 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 on the Booking Form. Email may be used.

Interpretation

60. **"Park Rules"** means the rules of conduct and practice issued by us from time to time and applicable to the Park. The Park Rules which currently apply to your booking are in Part II of these Terms and Conditions.

61. **"Pitch"** does not include any part of the Park except that on which the accommodation in which you are staying stands.

62. **"Services"** means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch. Services for which we make a separate charge are provided under separate agreements and not these Terms and Conditions.

63. **"Site Licence"** means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

64. **"You/your"** means the person making the booking and all members of their party excluding children under 18. Where there is more than one person, each is fully responsible for the obligations in these Terms and Conditions.

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

Part II Our Park Rules

66. Our current Park Rules applicable to your booking are set out below.

Rules for Guests

These Park Rules are in place for the good management of Rhinog Park and the benefit of all who use it. These rules form part of the contract between us for your holiday. They should be read alongside your booking Terms and Conditions. The Park Rules do not affect anything to which you are entitled under the booking Terms and Conditions. The expression 'you'/'your' refers to all members of your party. You must make sure that anyone using the park is aware of the Park Rules. You are reminded that we may cancel your holiday if you are in serious breach of your obligations, including these Park Rules.

General Safety

- Guests should use the park safely and should not cause danger to others.
- Guests should obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety. It is your responsibility to ensure that all visitors to and occupiers of the lodge adhere to the Park Rules.
- You are solely responsible for securing the Lodge during your holiday.
- Parents/guardians are responsible for the supervision and safety of their children at all times in any area whilst on the park.
- Children/young people must not be outside after dark without adult supervision.

- Country Parks Limited and its employees are not responsible for any loss, damage or theft from any lodge or motor vehicle, nor for any injury, accident or mishap to any persons on the park.
- Your accommodation may only be used by the people named on the Booking Form.
- Guests may invite visitors on to the park during the day but must ensure that all visitors adhere to the park rules and that visitors leave the park by 10 p.m.
- You must ensure that all occupants of your accommodation are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- You must not store fuels or combustible materials on the park.

Vehicles

- To safeguard children and the elderly a speed limit of 5 mph is enforced on the park. Any person exceeding this limit or driving in a dangerous manner will be asked to remove the vehicle from the park. It is prohibited for anyone under the age of 16 to drive cars or to drive or ride motorcycles on the park, or for driving tuition to be given.
- You must insure all vehicles you use on the park as for use on the public road.
- No trailers, lorries, large vans, motor homes, tents or any other form of vehicle other than cars may be parked between lodges or caravans. Small boats on trailers may be parked on site by prior arrangement and for a fee. Cars may be parked to the side of lodges, but must not be parked in front of lodges. Sleeping in cars is strictly forbidden.
- You must insure all accessories and towed boats (if permitted) as for use on the public road.
- Motorcycles are strictly prohibited on the park except those operated by a bona fide guest or visitor where the motorcycle is used as a principle means of transport. Quad bikes, trials bikes and powered scooters are not permitted on the park.
- We permit cars onto the park for the purposes of access to the accommodation only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars round the park for other purposes such as visiting other locations on the park.
- Driving on the park is restricted to the park roads.
- You must drive all vehicles on the park carefully and within the displayed speed limit.
- You must hold a full current driving licence to drive any vehicle on the park.
- There is a speed limit on all park roads of 5 mph, which must be adhered to.
- We allow a maximum of 1 motorised vehicle to be parked alongside each lodge.
- Motorhomes/touring caravans cannot be parked alongside self-catering accommodation.
- The arrangements for charging electric cars are currently under review. In the meantime, please use the electric supply in your lodge to charge your car.
- You must not park anywhere except in the permitted parking spaces.

Use of Park Facilities

- The lodge may not be used for sleeping a number of persons greater than the number for which it was designed.
- For insurance reasons barbecues are not allowed outside lodges and are only permitted in the designated barbecue area. If you make use of the area, please leave it clean and tidy.
- The drying of clothes outside lodges is prohibited. Please use the rotary lines provided in the drying area near the laundry room. The airers provided in each lodge are for hanging clothes inside the lodge only.
- To ensure quiet enjoyment of the park by lodge and caravan occupiers, ball games, etc., are only permitted within the open grass area adjacent to the children's play area and should not be played after 9 p.m.
- It is illegal to smoke or use e-cigarettes inside enclosed public buildings (e.g. the laundry).
- You must also refrain from smoking or using e-cigarettes in any of our holiday accommodation.
- If you are found to be smoking in public buildings or our holiday accommodation, you may be charged a £50 cleaning fee. This would be a serious breach of your contract with us which may lead to you being required to leave the park.

Respect for others on the Park

- NO firearms (including air guns and pistols), Chinese lanterns, fireworks or similar may be used on the park or in the surrounding area.
- Music must not cause annoyance to other park residents at any time. Please keep noise to a minimum between the hours of 10 p.m. and 9 a.m., with absolute quiet between midnight and 7 a.m.
- You must keep away from any vacant pitches.
- You must not use a drone, powered model aircraft or any other powered flying object on the park.
- You may not ride bicycles, scooters or similar so as to cause undue nuisance or undue noise.
- Any person found damaging the property will be asked to leave immediately without compensation.
- In the event of persistent or serious misconduct by you, a member of your family, your occupiers, visitors or guests, we will follow any relevant notice procedures in our agreement with you. We do not have to follow any formal procedure to eject other visitors.

Refuse

- Recycling is available on the park and should be used wherever appropriate.
- Guests must not deposit rubbish on any part of the park other than in the bins provided in the lodges and the bin area.
- Guests should not allow any wipes, sanitary towels, nappies, or other materials which are likely to cause blockages or damage, to be put down the toilets or drains. Please use the bin provided in the bathroom of each lodge. Any visitor causing blockage or damage will be required to pay the full cost of rectification.

Dogs

At Rhinog Park we welcome well-behaved dogs, but must remind owners that the booking conditions clearly state that:

- Dogs are allowed in permitted lodges (maximum of 2 per lodge) only if they are kept under control at all times. If your dog is noisy or unsocial you will be asked to leave the park.
- Please do not leave your dog unsupervised at any time, on the park, in your lodge, or in the charge of young children.
- If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern, please tell us straight away.
- You must keep any dog on a lead at all times on the park.
- Please do not allow your dog to annoy your neighbours or foul areas around the Park. Should fouling occur it is the owner's responsibility to clean up after their pets.
- Please ensure your dog has current vaccinations.
- Unsociable or dangerous dogs are not permitted and the Park owners reserve the right to refuse certain breeds of dog.
- Dogs are not permitted in the bedrooms or on the seating (sofas or chairs) of any lodge.
- Owners must provide a suitable dog basket or bedding.
- If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the park straight away. Depending on the circumstances, you may not be allowed to bring it

back, or may only be allowed to do so with our written permission, which we would not withhold once our reasonable concerns have been addressed. This is because we cannot allow the safety of others to be put at risk.

- Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

Accommodation

- In an emergency, we reserve the right to enter your accommodation at any time. We would always attempt to contact you prior to entering, but may need to enter without contact depending on circumstances.
- You are responsible for the contents of the accommodation whilst it is let to you. If you leave the accommodation in a messy or untidy state, you will be charged for the extra cleaning at an hourly rate of £25. All damages or losses are chargeable and should be reported to the Park Reception before your departure or you will be sent an invoice. Only one key is supplied per holiday accommodation and there is a £25 charge for lost keys.
- We reserve the right to make a reasonable charge to you for any damages, missing items or extra cleaning, including damage to other guests' property. We charge £2 per piece of crockery or glassware broken or damaged.
- You are requested to bring your own waterproof mattress protectors if required as you will be liable for the replacement of any mattress which is soiled by you or your party.

Wi-fi

- Wi-fi is available and is free of charge.
- Our wi-fi is very restricted due to our rural location and is not for streaming. The service may not be the same as you are used to at home.

Photography

- We regularly take photographs and videos for promotional purposes and we occasionally receive requests from third parties to film on the park. Should you not wish to appear in any material, please pay attention to the notices we put up when pictures are being taken.
- Photography is prohibited in the children's play area.
- Where others may reasonably expect privacy, you must obtain their agreement before taking a photograph in which they are identifiable.

End of Stay

- We ask that guests kindly leave lodges as clean and tidy as they found them.
- For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after one month.