

Kelling Heath Holiday Park & Woodhill Park Booking And Hiring Conditions – For Kelling Lodges, Holiday Hire Homes & Touring Pitches

These booking and hiring conditions (the “Conditions”) apply to all bookings made in respect of Kelling Heath Holiday Park and Woodhill Park (together the “Parks”). The Conditions form part of a contract between the person making the booking (“You”/“Your”) and Timewell Properties Limited, the owner of the Parks (the “Company”). Any booking made via the internet (an “Online Booking”) will be subject to additional terms and conditions available on the Company’s website. For the purposes of these Conditions: (i) the “Total Hire Charge” is the total cost of Your booking including the Booking Deposit (but excluding, in the case of bookings for Kelling Lodges and Holiday Hire Homes, the Cancellation Plan Fee); (ii) the “Booking Deposit” is the deposit payable under Paragraph 1(a) or 1(b) (or deemed to be paid under paragraph 1(e) in the case of an Online Booking); and (iii) the “Balance of the Total Hire Charge” is the amount by which the Total Hire Charge exceeds the Booking Deposit.

When making a booking, You guarantee that You have the authority to accept, and do accept, on behalf of Your party the terms of these Conditions. Your contract with the Company will exist as soon as the Company issues to You its booking confirmation. This contract is made on the terms of these Conditions, which are governed by English law, and subject to the jurisdiction of the English Courts.

- 1 (a) Kelling Lodges and Holiday Hire Homes – Subject to paragraph 1(e), no booking will be accepted unless accompanied by a **Booking Deposit of £50 per week or part week per lodge or holiday hire home, plus £5 per week or part week Cancellation Plan Fee**. The Cancellation Plan Fee is not deductible from the Total Hire Charge and is not returnable. By paying the Cancellation Plan Fee, You will be released from having to pay the Balance of the Total Hire Charge if the booking is cancelled in the circumstances set out in paragraph 6 below.

- (b) Pitches for touring caravans and tents – Subject to paragraph 1(e), no booking will be accepted unless accompanied by a **Booking Deposit of £50 per week or part week, per pitch**.

Where the Total Hire Charge is lower than the Booking Deposit, the full amount of the Total Hire Charge is due at the time of booking.

- (c) THE BALANCE OF THE TOTAL HIRE CHARGE MUST BE PAID AT LEAST 42 DAYS BEFORE THE COMMENCEMENT OF THE HIRE PERIOD. In the event that payment is not received by such date, You will be deemed to have cancelled Your booking at the commencement of the 42 day period referred to in this paragraph 1(c) and the provisions of paragraphs 3 and 4 will apply accordingly.

- (d) Where bookings are taken from residents outside of the United Kingdom, payments will only be accepted by recognised Credit/Debit Cards.

- (e) For any Online Booking, You will have to pay the Total Hire Charge at the time of Your booking. By paying the Total Hire Charge at the time of Your booking, You will be deemed to have paid the Booking Deposit calculated in accordance with paragraphs 1(a) and 1(b). In the case of Kelling Lodges and Holiday Hire Homes, You will also have to pay the Cancellation Plan Fee at the time of booking.

- 2 (a) Bookings will not be accepted from all male or all female parties.
 (b) Where bookings are accepted from parties under the age of 25, a security deposit of £50 per person is required (£200 minimum for lodges and holiday hire homes even if occupied by less than four people). At the end of the hire period, the security deposit will be used to meet the cost of making good any breakages or other damage (if any) in accordance with paragraph 10 below. If the cost of making good any breakages or other damage is less than the security deposit, the balance will be refunded to You. If the cost of making good any breakages or other damage is greater than the security deposit, You will be required to pay the excess to the Company.
- 3 In the event that You cancel Your booking (whether before, on or after the commencement of the 42 day period referred to in paragraph 1(c)), **the Booking Deposit will not be refunded to You but will be used to meet the expenses the Company incurs in trying to re-let the lodge, holiday hire home or pitch.** Notice of cancellation must be sent in writing to Kelling Heath Holiday Park or Woodhill Park, as the case may be (You are advised to use registered or recorded delivery).
- 4 In the event that You cancel Your booking under paragraph 3 above and Your booking is cancelled on or after the commencement of the 42 day period referred to in paragraph 1(c) (or You are deemed to have cancelled Your booking in accordance with paragraph 1(c)), You will be required to pay a percentage of the Balance of the Total Hire Charge in respect of the original booking period. The percentage of the Balance of the Total Hire Charge payable on cancellation is as follows:

Cancellation period (in days before the commencement of the hire period)	Percentage of Balance of Total Hire Charge payable
29 to 42 days (inclusive)	30%
15 to 28 days (inclusive)	45%
8 to 14 days (inclusive)	75%
0 to 7 days (inclusive)	100%

If You have already paid the Balance of the Total Hire Charge in accordance with paragraph 1(c) or have paid the whole of the Total Hire Charge in accordance with paragraph 1(e), the Company will refund to You the percentage of the Balance of the Total Hire Charge not payable by You under the above table.

- 5 In the event that You cancel Your booking under paragraph 3 above and Your booking is cancelled before the commencement of the 42 day period referred to in paragraph 1(c), You will not be required to pay the Balance of the Total Hire Charge. If You have already paid the Balance of the Total Hire Charge in accordance with paragraph 1(c), the Company will refund to You the Balance of the Total Hire Charge.

- 6 In the event of the cancellation of a booking for Kelling Lodges or Holiday Hire Homes being occasioned by death or serious illness of a member of Your party as detailed on the booking form, or the redundancy of You or Your spouse or partner, and where suitable evidence is produced (e.g. letter or certificate,) You shall, as a result of having paid the Cancellation Plan Fee at the time of booking, not be required to pay the Balance of the Total Hire Charge. If You have already paid the Balance of the Total Hire Charge in accordance with paragraph 1(c), the Company will refund to You the Balance of the Total Hire Charge. The Booking Deposit shall not, however, be refundable in these circumstances.
- 7 In the event of the cancellation of a booking for pitches for touring caravans and tents due to reasons set out in paragraph 6 above, and where suitable evidence is produced, You will not be required to pay the Balance of the Total Hire Charge. If You have already paid the Balance of the Total Hire Charge in accordance with paragraph 1(c), the Company will refund to You the Balance of the Total Hire Charge.
- 8 (a) Lodge and holiday hire home bookings are from **3pm** on the day of arrival until **10am** on the day of departure.
(b) Pitches for touring caravans and tents are available from **noon** on the day of arrival and must be vacated by **10am** on the day of departure during high season or by such time as is notified to You outside of the high season.
- 9 An administration charge of £30 per booking will be made for alterations to accommodation and dates and for offers not claimed at the time of booking. No alterations can be made under this paragraph 9 after the commencement of the 42 day period referred to in paragraph 1(c).
- 10 Kelling Lodges, Holiday Hire Homes and touring pitches must be kept in a clean and tidy condition. You are responsible for making good any breakages or other damage caused during Your occupation of the lodge, home or of the pitch.
- 11 (a) All users of the Parks are responsible for the safekeeping of any personal possessions or other physical property which they bring onto the Parks and are required, at all times when they are on the Parks, to exercise due care and attention to protect their own personal safety and wellbeing.
(b) The Company accepts liability to You for personal injury or death caused by the negligence of the Company or its employees and officers (acting within the course of their employment or duties and scope of their authority).
(c) The Company's liability for any loss of or damage to any personal possessions or other physical property caused by the negligence of the Company or its employees or officers (acting within the course of their employment or duties and scope of their authority) shall be limited to the repair, replacement or reinstatement value of such personal possessions or physical property (whichever is the lowest).
(d) Subject to (b) and (c) above, in no circumstances shall the Company or any of its employees or officers have any liability for any other loss or damage to You or any other user of the Parks including, without limitation,

loss of profits or revenues, loss of data, loss of anticipated savings, loss of production, business or good will, economic loss or consequential loss, whether direct or indirect, howsoever arising or incurred.

(e) In no circumstances shall the Company have any liability to You or any other user of the Parks for any damage, loss or injury caused by Your negligent acts or omissions or those of any other user of the Parks.

12 (a) You undertake on behalf of Yourself and all members of Your party to observe the park rules as displayed at the park from time to time.

(b) Parking: Touring caravans and tent pitches - one car per pitch permitted. Lodges and holiday hire homes – up to two cars beside lodge or home. All other vehicles must be parked on designated parking areas. No commercial vehicles are permitted on the Parks.

13 (a) Dogs and other pets are not permitted in lodges and holiday hire homes.

(b) Dogs are only permitted on touring pitches booked on the designated touring pitch dog area (subject to a maximum of two dogs per pitch at Kelling Heath Holiday Park). We reserve the right to refuse certain breeds; dogs must be on a lead at all times and must not be left unattended. We reserve the right to require the owner of any dog considered a nuisance, or affecting the comfort of guests to remove it from the Park.

14 All prices quoted by Kelling Heath Holiday Park and Woodhill Holiday Park are inclusive of VAT where applicable at the rate in force at the time of publication. The right is reserved to vary the inclusive cost should the VAT rate alter.

15 To ensure the quiet enjoyment of the park at night, parents and guardians are requested TO ENSURE THAT THOSE UNDER THE AGE OF 18 ARE BACK IN THEIR ACCOMMODATION BY MIDNIGHT.

16 The Company or its representatives reserve the right to require You, any members of Your party or other users of the Parks to leave the Parks where such persons breach the terms set out in these Conditions or breach any of the Parks' rules referred to in paragraph 12(a).

17 The Company or its representatives reserve the right to refuse admission to the Parks. In such circumstances, the Company may, in its sole discretion, offer You a refund of all or part of the Total Hire Charge.

18 All special offers, discounts and short breaks are subject to availability. Hirers may only use one special offer or discount per booking. Special offers and discounts do not apply to short breaks or the hire of Kelling Lodges.

BOOKING THROUGH RMSONLINE

By booking accommodation online through RMSOnline ("Online Accom Bkg") you ("the customer") agree to the following terms and conditions:-

1. Cancellation penalties depend on Accommodation Provider policies.
2. RMSOnline sells Accommodation Provider accommodation from an inventory supplied by each Accommodation Provider, and does not over-sell that inventory. RMSOnline does not accept any liability for unavailability of rooms caused by the Accommodation Provider over-selling their own room inventory.
3. RMSOnline does not accept liability for any errors or omissions and reserves the right to change information published on the site at any time.
4. RMSOnline makes no warranty or representation about the fitness or suitability of any product or service advertised on its web site.
5. RMSOnline offers are not commissionable to registered travel agents.
6. RMSOnline receives a payment from the Accommodation Provider for the provision of the RMSOnline booking service.
7. You must be at least 18 years of age to book Accommodation on RMSOnline.
8. These terms do not affect consumers' statutory rights.
9. Customer acknowledges that a third party ("card authorizer") will process the credit card transactions required in respect of a booking. Customer agrees that RMSOnline is not liable for default by the card authorizer.
10. Customer acknowledges that payment for the cost of accommodation will be held by RMSOnline on behalf of the Accommodation Provider and remitted to the property on terms agreed between RMSOnline and Accommodation Provider.
11. Customer agrees to pay to RMSOnline by debit to customer's credit card account the specific booking fee & cost of the accommodation. All fees are GST inclusive. RMSOnline will issue customer with a valid tax invoice in respect of this booking service.
12. Bookings made through RMSOnline by the customer are made on behalf of the Accommodation Provider. Customer agrees that Accommodation Provider has sole responsibility for delivery of the services being booked by the customer and that RMSOnline is not liable for default by the Accommodation Provider.
13. Whilst every effort is made to ensure your requested unit or pitch type is available, we cannot guarantee this. These requests are forwarded to the Accommodation Provider and are subject to availability. All additional requests are also subject to availability and cannot be guaranteed by RMSOnline.