

Terms and Conditions

Little Trevarrack Holiday Park is a family park catering for touring caravans/trailer tents/tents/motor caravans. Our guests' enjoyment and safety is paramount and therefore we ask you to read the following Terms and Conditions before making your booking.

We reserve the right to ask guests who contravene these terms and conditions or, who in any other way are behaving in a manner likely to cause distress or nuisance to other visitors, to leave the Park immediately. In these circumstances the holiday ceases and we shall not be liable for any extra costs incurred by you.

Advance bookings

Advance bookings from 17th July to 30th August 2009 can only be booked to arrive on a Friday, Saturday or Sunday to stay in multiples of seven nights (eg. 7, 14, 21 or 28 nights). Advance bookings at all other times must be made for a minimum of three nights.

Access statement and policy

We seek to provide the very best service to all our guests and have a specially prepared access statement available which describes the facilities we have to offer on the Park. This includes a copy of our Terms and Conditions and a Booking Form, both in large print. If you would like a copy, or wish to discuss any other special needs, please make our booking staff aware.

Booking conditions

We cater for families and couples only and do not accept group bookings. We also reserve the right to refuse any booking.

Bookings can be made in the following ways:

- Use the attached Booking Form and pay by cheque (payable to N R Osborne) or credit/debit card (please note we do not accept American Express)
- By telephone on 01736 797580 using a credit/debit card (please note we do not accept American Express)

The person who makes the booking is responsible for the booking and warrants that they are over 18 years of age and that the party will not exceed the numbers stated on the booking form (max of 8 people).

This contract

This contract is with Mr & Mrs N R Osborne, Little Trevarrack Holiday Park, Laity Lane, Carbis Bay, St Ives, Cornwall, TR26 3HW. A contract exists as soon as we have issued our confirmation form and you should please check this carefully to see that it reflects your wishes. Please inform us of any discrepancy within seven days unless your holiday is to start within 14 days in which case you should inform us within 24 hours.

The terms contained in this contact do not affect your statutory rights.

The price of the holiday

Once you have made your booking and paid the booking fee (20% of the total holiday cost and deducted from the final balance) the price of your holiday will not be subject to any change unless the rate of VAT changes.

The balance of the price of your holiday must be paid at least 42 days (6 weeks) before the start date (no reminder will be sent to you). If the balance is not paid in time then we are entitled to cancel the holiday and retain your booking fee.

Cancellation of the holiday by you

You may cancel your holiday at any time. Cancellation will be effective on the date it is received by us in writing or via email. However cancellation charges are payable as follows:

- More than 43 days – value of booking fee only
- 42 days and under – 100% of total holiday cost.

We strongly recommend you consider holiday insurance to cover any financial loss you may incur by cancelling your holiday.

Change or cancellation of the holiday by us

If we are unable to provide the booked holiday and have had to cancel before the holiday is due to start, you are entitled to a full refund of the money you have paid.

Except where the cancellation or change arises from an unforeseeable or unusual occurrence outside our control as described in the next section we will pay compensation (per adult person) as follows:

- More than 100 days - nil
- 50-99 days – £10
- 15-49 days – £20
- Under 15 days – £40

Unforeseeable or unusual occurrences beyond our control include but are not limited to war, threat of war, riot, terrorist activity, natural or nuclear disaster and fire.

Holiday behaviour standards and termination

By making a booking with us you have entered a contract in which you undertake, on behalf of yourself and the people in your party (including children), to adopt the following standards of behaviour:

- To act in a courteous and considerate manner towards us, our staff and guests
- To supervise children properly so that they are not a nuisance or danger to themselves or others
- To ensure all ball games are played in the sports area provided and not on the rest of the Park
- You further agree that you will not:
 1. commit any criminal offence at the park or undertake any criminal activity
 2. commit any acts of vandalism or nuisance
 3. keep or carry any firearm or any other weapon at the park
 4. use any unlawful drugs
 5. create any undue noise or disturbance to fellow guests, and adhere to our policy of strictly all quiet from 11.30pm to 7am
 6. carry on any trade or business while on the park

Health and safety

We take the wellbeing and safety of our guests very seriously and we ask that you comply with the following:

- The speed limit on the park is 10mph
- All vehicles must conform to the Road Traffic Act and have current tax, MOT and insurance. The provisions of the Highway Code apply to roads on the Park
- Guests are not allowed to bring lorries or other commercial vehicles on to the Park, this includes towing vehicles
- No recreational vehicles can be used on the Park, this includes motorised scooters
- Bicycles must be ridden with care and consideration on the Park. Skateboards, scooters and rollerblades are not permitted
- No mechanical or repair work is to be undertaken on the Park
- Kites are not permitted on any part of the Park because of the overhead power lines

Only two vehicles can be parked within the parameters of the pitch, space permitting. All additional vehicles including trailers and boats must be parked in the main parking area and is done so at the individual owner's risk.

The rules for the swimming pool are issued on arrival and displayed at the entrance to the pool. Children under 16 years of age must be supervised by an adult (18 years of age or older) and anyone failing to adhere to the rules will be excluded from the area for the remainder of their stay

Please make yourself aware of the nearest fire point.

Dogs (maximum of two per pitch)

If you bring your dog with you when you stay with us we ask that you:

- Keep the dog on a short lead on the Park at all times
- Use the designated exercise area
- Clean up after your dog
- Do not leave your dog unattended at any time

We reserve the right to require that the owner removes their dog from the Park if it is a nuisance or danger to other guests.

General

Open fires and ground level barbeques are not permitted – blocks are available for use with disposable barbeques, please enquire at reception.

The use of generators is not permitted.

Cutting or damaging trees and other vegetation is strictly prohibited and the natural conditions are not to be disturbed. This includes tying ropes to, or driving nails into, trees and shrubs.

It is regretted that no refunds are given if guests depart prior to the end of the booked holiday, unless they do so as the result of the breach of some obligation on our part which would justify cancelling the holiday.

The prices listed include VAT.

The information supplied on the booking form will be stored on the computer for administrative purposes. Under no circumstances will this information be provided to a third party (Data Protection Act 1984).

Some of the facilities may be reduced or curtailed according to the season. The swimming pool will be open from Whitsun to early-September.

Pitches

The size of your unit, including any tents and gazebos, must be stipulated at the time of booking to ensure that the allocated pitch is large enough. Should you subsequently alter your requirements we cannot guarantee to provide an appropriately sized pitch.

Please advise us if you are likely to arrive later than 6pm. If we have not heard from you within 48 hours of your expected arrival date we reserve the right to re-let your pitch.

Pitches are normally ready by 12 noon and all pitches must be vacated by 10am on the day of your departure. Latest arrival time is 9.30pm, after this time you will be required to pitch in the arrivals area until the following morning. Guests who wish to travel overnight may also park in the arrivals area until the pitch becomes available.

Only guests booking seven nights or more may request a specific pitch or to be next to friends. Every endeavour will be made to allocate guests to the pitch of their choice, however, it must be clearly understood that acceptance of a booking is not conditional on the allocation of a particular pitch.

Your pitch number and directions to it will be confirmed on arrival. If you are in any doubt whether you are on the right pitch please check with a member of staff. Any guest on the wrong pitch may be required to move.

Please note that should you wish to extend your stay beyond the booked dates there is no guarantee that the same pitch will be available.

Day visitors

All visitors must report to reception on arrival with their car registration number. Parking for visitors is in the designated car park only. All visitors are requested to have vacated the Park by 10pm. A parking charge of £5.00 will be made for all stays exceeding four hours. Visitors are not permitted to use the Park facilities or use the car park if leaving the site to go to the beach or visit St Ives etc.

Complaints

If you have a complaint about anything during your holiday please raise it with a member of staff immediately and if you wish to pursue it following your departure please write to us within 28 days of your departure. However we do suggest that you try and complete a report about the complaint while you are on holiday.

Seasonal tourers – additional terms and conditions

We are not responsible for any loss or damage to your property by theft or otherwise or for personal injury. This does not however affect your rights if loss or damage or personal injury occurred through fault on our part.

Seasonal tourers must remain roadworthy and be kept in an acceptable condition at all times both structurally and decoratively. In the event of non-compliance the Park may give the owners two months' notice to either bring the condition of the caravan to the required standard or to remove the caravan from the Park.

Caravans must be insured to a minimum level of risk of third party liability.

No construction of any sort is to be undertaken on the pitch. Unauthorised work on any item, which, in the opinion of the Park owners, constitutes an injury to the visual amenity, will have to be returned to its original state.

The seasonal tourer booking is a contract with the owner of the caravan. If there is a change of ownership during the season the caravan must be removed from the Park. The seasonal tourer pitch price includes up to a maximum of four people and one car. All extras will be charged at the normal Park rates. The seasonal tourer pitch is for personal holiday use only and sub-letting is not permitted.