



## TERMS AND CONDITIONS

09/04/2019 edition

### Polborder Holidays and Looe Country Park

Bucklawren Road, No Mans Land, Looe, Cornwall, PL13 1QS

Tel: 01503 250265

**Please read these terms and conditions carefully** as, together with your booking confirmation, any conditions we refer to on our website, any additional special offer terms and conditions, and anything else we agree in writing, they make up your agreement with us. These terms and conditions apply to bookings made online, by phone, in person or through a booking agent. These terms and conditions do not apply to private lettings made directly with a caravan holiday home owner.

We may also need to update our terms and conditions but you can always find the latest version online at <http://www.looecountrypark.co.uk>. The terms and conditions in force at the time when you make your booking are those that apply to your booking, unless we provide you with a copy

of our new terms and conditions. Please remember to read and check the terms and conditions each time you make a booking with us as they may have changed since your last booking.

If we make a significant change to our terms and conditions after you've booked but before your holiday start date, you have the option of cancelling for a full refund. If you're not happy with our terms or have any questions about them, please contact us, otherwise we'll assume you've accepted these terms.

Looe Country Park and Polborder holidays operates 365 days per year, but reserve the right to change or alter opening and closing dates at any time.

## **1-Who's who and what's what in our terms and conditions**

Just so everything's clear, here are the definitions of some of the things we say in our terms and conditions:

**'you'** and **'your'** - the lead guest who makes the booking;

**'we'**, **'us'**, **'our'** refers to Jill Spicer T/As Polborder Holidays and/or Robert Hamblett T/As Looe Country Park, Bucklawren Road, No Mans Land, Looe, Cornwall, PL13 1QS.

**'we both'** - both Polborder Holidays and/or Looe Country Park and you;

**'agreement'** - the contract between us based on: (i) these terms and conditions; (ii) your booking confirmation; (iii) any conditions we refer to on our website (iv) any additional special offer terms and conditions; and (v) anything else we agree in writing;

**'party'** - those persons named on the booking confirmation and any person added later;

the **'park'** - Polborder Holidays and/or Looe Country Park, Bucklawren Road, No Mans Land, Looe, Cornwall, PL13 1QS

**'lead guest'** - the lead booker and contact point for the booking who must attend the holiday booked.

**Your** `Polborder Holidays` and `Looe Country Park` Holiday

**Your booking**; group bookings; other guest restrictions; Polborder Holidays Protection; Looe Country Park Protection.

**Planning for your holiday:**Who's coming; important information and updates; bringing a baby;

bringing your kids; guests with special needs; food allergies; dogs and other pets in our park; bringing a vehicle to the park; touring and camping; special requests

**Paying for your holiday:**What you'll pay; current prices; how to pay; deposits and when to pay; what if we accidentally undercharge you or overcharge you.

**Changing or cancelling your plans:**How you can change your booking; cancelling your booking if you have Polborder Holidays/Looe Country Park Holiday Insurance Protection <http://nigelparkinson.co.uk/buy-online/>; cancelling your booking if you don't have Holiday Protection Insurance; if we have to change or cancel your booking; refunds.

**When you're on holiday:** Checking in and checking out; the fun stuff; Polborder Holidays/Looe Country Park wi-fi; keeping you safe and healthy; personal belongings; filming and photography; smoking, drugs and offensive weapons; illness and contagious diseases; cutting your holiday short; damage to accommodation; if you leave something behind.

**Our promises to each other:** Our promises to you; your promises to us.

**If you need to complain:** Our Policy and Procedure

**The small print:** The holiday agreement; validity of terms; identification requirements and electoral register; when things are our fault; things beyond our control; English law; using your personal information; the accuracy of our website and brochure; access to our parks; copyright.

## **2. Your Polborder holiday and/or Looe Country Park holiday**

### **a. Your booking**

When you receive your booking confirmation, please contact us or your booking agent as soon as possible if any of the details contained in it are incorrect. It will detail any extras you have purchased such as Holiday Protection and any other relevant information alongside your booking confirmation.

Please note that you are not allowed to re-sell our holidays or act as an authorised agent.

### **b. Group bookings**

Members of the same family and/or friends who book multiple accommodations at the same park on the same date and are: (i) previously known to each other; (ii) travelling together; (iii) reside at the same address; or (iv) travelling for the same purpose such as a local event, will be considered as a group for the purposes of these terms, irrespective of whether separate bookings have been made. Please contact us if you want to travel as part of a group that would occupy three or more caravan holiday homes or pitches. Please be aware that we don't necessarily deem our park to be suitable for groups and may, therefore, reject your booking. If you haven't made a group booking and arrive in a group, or are pre-known to each other, we may tell you to leave the park,

without a refund. If we do accept your group booking, we may ask for a pre-paid deposit prior to your arrival. If you do visit one of our park as a group and are unruly or antisocial, we'll tell you (and your entire party) to leave the park immediately, without a refund.

### **c. Other guest restrictions**

To achieve a friendly, family atmosphere for families and couples, we reserve the right to refuse or cancel bookings (without refund) from (i) persons under the age of 21; (ii) all-adult or single-sex groups including hen or stag parties; (iii) solo travellers (if we feel the reason for your stay isn't in line with our family focused values); or (iv) anyone else who we think might spoil things for other guests.

We don't knowingly allow any guest to use or visit our parks who: (i) has an unspent criminal conviction; (ii) has an entry on a criminal register (including the sex offenders' register); (iii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (iv) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (v) is subject to a Risk of Sexual Harm Order or Child Abduction Notice. If you don't disclose this information about yourself or any other member of your party, and it later becomes known to us, we reserve the right to cancel your booking and require that you, and the other members of your party, leave the park, without refund.

### **d. Polborder and Looe Country Park Holiday Protection**

When you're looking forward to a holiday, it can be disappointing to have to cancel because of an unforeseen event. We suggest you may wish to take out your own holiday insurance to cover such eventualities. There are many providers of insurance, one option is: <http://nigelparkinson.co.uk/buy-online/>

Please note this does not constitute advice and we have no financial gain if you use this service.

### **e. Choose Your Holiday Home**

We offer you the opportunity to choose your preferred accommodation, in the eventuality that a pre-booked location, due to a fault with your holiday home, or circumstances beyond our control, necessitates a change to your pre-booked accommodation, we will endeavour to ensure that you are informed of this change and find you alternative accommodation of the same level as you booked or offer you a full refund on your holiday.

### **3. Planning for your holiday**

#### **a. Who's coming?**

Please check your booking confirmation as soon as you receive it because it's only the people on that confirmation who can occupy our accommodation and use our facilities. Please make sure you tell us as soon as possible if any of the details of your booking change after you've booked. If anyone not on your booking confirmation is found in occupation, we will cancel your booking and all guests on your booking, as well as the unauthorised persons, will be asked to leave the park immediately and without refund.

The total number of people coming with you (including children and babies) mustn't be more than the capacity of your caravan holiday home. In most cases, this will be 6 people maximum so please check your confirmation carefully. If you do go over the maximum number then we'll, unfortunately, have to turn away any extra people at check-in.

You and members of your party who are 18 or over may be required to provide photographic identification (valid driving licence or passport) at any time during your stay.

#### **c. Bringing a baby**

If you need a cot you need to ask for it when you book, and we'll do our best to get you one. A hire charge is payable for these items. While our holiday homes are quite spacious, most won't be able to fit a standard sized travel cot in the bedroom. Most of our guests find that the living room is the best place to put them.

#### **d. Touring units**

It is the responsibility of the owner of the touring unit to ensure that the unit is suitable for habitation and does not pose a nuisance or a danger to either you or anyone on site. Breathable groundsheets must be used, we do not allow awning heaters on site. The park owner will take all reasonable precautions to protect the touring unit from loss or damage whilst on the park but shall not be liable for loss or damage under any circumstances.

#### **e. Insurance**

The touring unit owner undertakes at his/her own expense to insure and keep insured with a member of the Association of British Insurers against Fire, Storm, Theft, Flood and liability of not less than £1million to third parties and such other risks as the park owner from time to time reasonably require.

The touring unit owner shall not do or suffer or permit to be done any act or thing which shall or may render any increased or extra premium payable for the park owners third party insurance or

which may make void or voidable any policy of such insurance.

To indemnify the park owner and keep the park owner indemnified from and against all actions proceedings and claims by third parties in respect of any loss or damage or liability caused by or arising out of any wilful neglect or default of the touring unit owner and any other person authorised by the caravan owner.

#### **f. Guests with special needs**

If you have special needs or are travelling with someone who does, please let us know at the time of booking. We will do our best to meet your requirements, but they cannot always be guaranteed.

We do, of course, accept accredited guide and assistance dogs in all of our caravan holiday homes and in all areas of our park. This does mean we can't guarantee that we've never had any dogs in our accommodation.

#### **g. Food allergies**

All our team members in food and beverage are trained in food allergen awareness. If you have a food allergy or special dietary requirement, please talk to one of our team members before ordering your food. Our food is all handled and prepared very carefully. We will give you as much information as we can about the ingredients and how the food is prepared so you can make an informed decision about whether or what to order in our park.

#### **h. Dogs and other pets in our parks**

We welcome (well-trained) dogs in different grades of our caravan holiday homes and on some of our pitches in all our parks Up to two dogs are welcome in designated accommodation at an additional cost of up to £20 per week or part thereof. Dogs with touring and camping guests will cost £1 per pet per night. We don't accept dogs listed under the Dangerous Dogs Act which are: Pit Bull Terrier, Dogo Argentino, Fila Brasileiro and Japanese Tosa. We can sometimes take other types of pet - but you'll need to ask the park before you book. If you have a dog that's noisy or behaving badly, we may ask you to take them away, so please keep your dog on a lead and make sure a responsible adult is looking after it.

We do not allow animals to be left alone in our accommodation, in the instance that we find animals left alone we reserve the right to ask you to leave the park without a refund. Please be aware that our holiday accommodation can get hot when the sun is shining, and, as in a car, the animal could die in the heat.

### **i. Bringing a vehicle to the park**

We'll do our best to give you a parking space next to your caravan holiday home or pitch – but we can't guarantee this. If you're planning to bring something that's not a car with you (a lorry, van, motorbike, jet ski or boat, for example), please check with the park before you book – at certain times of the year our park may not have the space, we can't accept large or noisy vehicles. Branded vehicles or vehicles with signage on the side may be turned away.

We're really happy that some of our guests are using hybrid cars to help protect our lovely environment. Whilst we're working on ways we can help you charge your cars while you're staying with us, please don't use your caravan holiday home electricity to do this.

### **j. Touring or camping pitches**

Our pitches are big enough to suit most units, please refer to our booking system or contact the park if you need further information on the pitch size. You can only bring one tourer, motorhome, tent or trailer tent onto each pitch. If yours is on the large side, we'll do what we can to help you fit in – but please let us know when you book so that we can confirm that we can accommodate you. If you have an extra large unit, arrive on site, and have not informed the park prior to booking, we reserve the right to cancel your booking without refund.

### **k. Special requests**

Please let us know when you book if you'll be celebrating something special while you're with us, and especially if you're planning to have a party or to wear fancy dress. We want to make sure your plans will fit in with the environment of the park, so we need to approve this before taking your booking. If there's anything else you'd like or need for your holiday, we'll always do our best to get it for you. Please tell us when you book and put your request in writing to [info@loocountrypark.co.uk](mailto:info@loocountrypark.co.uk), remembering to give us your phone number.

## **4. Paying for your holiday**

### **a. What you'll pay**

Like most things to do with travel, the prices of our holidays change depending on availability. If guests book their holiday very close to arrival then fluctuations in price will occur on a much more

frequent basis, so it is advisable to book early. You'll find up-to-date prices on our website, although we can only confirm the exact price of your holiday when you book. Any quotation obtained prior to booking is subject to change. All pricing is subject to promotional availability at the time of booking your holiday. We guarantee that the price shown on your booking confirmation for the accommodation and party size, plus any supplements, is the amount payable by you but we reserve the right to raise or lower our holiday prices and other charges at any time before booking.

Once you've booked and paid your deposit, we won't change your holiday price unless the VAT rate changes, or unless we both agree. VAT will be payable at the prevailing rate on the date on which payment is made. Although we will confirm to you at the time of booking the price for the holiday including VAT at then current rates, if the VAT rate increases after we have confirmed your booking but before the start date of your holiday, we may ask you to pay an additional amount to cover this increase.

#### **b. Current prices**

Our latest prices can be found at [www.looecountrypark.co.uk](http://www.looecountrypark.co.uk) on our booking system. Guests are reminded that the prices displayed on the website are subject to change and may go up and down in response to changing market pressures. Offers are subject to limited promotional availability, offers can run out or may be withdrawn at any time.

#### **c. How to pay**

Debit or credit card: the easiest way to pay for your holiday is by debit (preferred) or credit card on [www.looecountrypark.co.uk](http://www.looecountrypark.co.uk), over the phone or via your own booking account. We do not accept American Express or Diners Club. At the time of booking we will require: (i) the long card number; (ii) the last 3 digits of your security code; (iii) the expiry date; (iv) the cardholder's name and address; and (v) for web payments, additional verification. Our current charge for card transactions is 0%, however this is subject to change.

#### Bank Transfer

For Looe Country Park bank transfer payment must be made to Lloyds account in the name of Robert Hamblett, Lloyds sort code 30 99 12 Account Number 30003168.

For payments to Polborder Holidays by bank transfer to Lloyds sort code 30 99 12 account 30002768.

Cheques: if you are paying for your booking by cheque, please write your holiday booking reference on the back of the cheque, for Looe Country Park touring pitches please make it payable to Robert Hamblett, for Polborder holiday homes and pod bookings please make cheque payable to Jill Spicer, please send cheques to Looe Country Park or Polborder Holidays at Bucklawren Road, No Mans Land, Looe, Cornwall, PL13 1QS. Cheques cannot be accepted for holidays starting within 21 days of the booking. There is a £20 administration charge for dealing with cheques refused by your bank. Post-dated cheques are not accepted. Any bank charges incurred for these cheques are solely the guest's responsibility. If you book through a booking agent, cheques should be made payable to them.

#### **d. Deposits and when to pay**

To ensure reservation of your pitch or rental unit a deposit of 50% should be paid upon booking, if cancellation is made within 24 hours of the original booking, time as shown on our booking system, a full refund will be given less a £20 administration charge. Once the 24 hours has expired the deposit will become non-refundable.

Full and final non refundable payment of the remaining 50% must be 7 days before arrival for Looe Country Park.

For bookings made in regards to Polborder holidays the final non refundable payment for bookings made direct to the holiday park must be made 28 days before arrival, for bookings made through 3rd party agents please refer to their terms and conditions which supercede the terms and conditions, where relevant, stated by Polborder holidays.

Occupancy of the holiday unit or pitch must be stated at the time of booking, any additional people, cars, boats, animals or any other item must not be brought onto the site without prior written approval from the campsite.

The campsite reserves the right to make extra charges or deny occupation if the visitor does not fully declare extra items or people.

Your booking will only be confirmed once your deposit has been paid, and deposit payments are non-refundable and non-transferable to anybody else. Your booking confirmation will show your balance due date(s). It is your responsibility to pay the balance when it's due and, if you don't, we may cancel your holiday and you won't get your money paid back.

#### **e. What if we accidentally undercharge you or overcharge you**

If we find out we've undercharged you because of a mistake on our part, we'll get in touch to put things right. We'll give you the choice of cancelling your holiday for a full refund or paying the full price. And if we've overcharged you by mistake, we'll give you back the difference in price.

## **5. Changing or cancelling your plans**

### **a. How you can change your booking**

We know that people's needs change – and we want to give you the best holiday we can. So, if you decide to change your booking, we'll try our best to meet your needs. Unfortunately, what you want may cost more or may not be available. There's also a minimum £20 admin fee for any changes. It may be possible for you to add more guests to a booking or change a name on the booking, but this will be subject to certain identification checks and may be subject to further charges. It should be noted that we cannot change dates from one calendar year to the next. Please bear in mind that any changes made within 56 days of the start date of your holiday may count as a cancellation. We will always try to accommodate changes to your accommodation or holiday dates but, if this isn't possible and you don't want to keep to your original booking, this will count as a cancellation.

Please note that all requests to change your booking must be made by telephone by you (the lead guest) or your booking agent only. The request(s) should be made as soon as possible. We will correspond in all matters relating to your booking or party with you or your booking agent only. You act as representative for all members of your party

### **b. Cancelling your holiday if you have holiday protection insurance**

Please contact your holiday protection insurance provider directly.

### **c. Cancelling your booking if you don't have Holiday Protection Insurance**

We always hope that you don't need to cancel your holiday booking but after 24 hours of the original booking as per the time and date on our booking system, if you do, please call us as soon as you can or, if you booked through a booking agent, please call your agent.

Unfortunately, we will not issue a refund after the 24 hours and you will need to claim back through your holiday insurance provider.

#### **d. If we have to change or cancel your holiday**

We do everything we can to provide the great holidays we advertise on our website. But very occasionally we find we can no longer offer the holiday people have booked, or, in exceptional circumstances, find we need to cancel your booking. If this happens to you, we'll advise you or your booking agent as soon as possible and offer one of the below options.

1. A replacement holiday that's the same as the one you booked.
2. A replacement holiday that's less expensive than the one you booked at the original booking date (together with the price difference).
3. A full refund

#### **e. Refunds**

If we issue you with a refund, we'll return your money in the same way you made your original payment - back to the same payment card, for example. If you've used coupons or vouchers to pay for your holiday, we may be able to transfer them to another holiday with us but, unfortunately, we can't refund coupons or vouchers.

## **6. When you're on holiday**

#### **a. Checking in and checking out**

We'll always do our best to give you the exact accommodation that you booked. But if you book a 2-bedroom caravan holiday home and we don't have one available during your stay, we may put you in a three-bedroom caravan holiday home of the same grade instead.

If you arrive before your check-in time, you can relax and enjoy our facilities until we're ready for you. Most of our facilities will be open. If you're planning to arrive after 6pm or are running late, please let the park know so we can make arrangements for you. Check-in times and check out times will vary dependent on the accommodation type that you have booked – please see below.

- Touring and camping: check in-midday, check out - 11am
- Pods check in-4pm check out-11am
- Static caravans check in-4pm check out 10am

We may allow you to enter your accommodation before normal check in times, this will only be available at the discretion of the park manager, please call the park 24 hours before your normal check in time for confirmation. Anyone arriving before normal check in time without prior approval will not be allowed to enter their accommodation early.

Please bring your booking confirmation reference number (which can be quoted rather than showing the full document). Fully paid accommodation will be held until 12pm on the day following your holiday start date.

After Check-out time we reserve the right to remove any items remaining in your accommodation after this time. Please remember to give us back the keys and always leave your accommodation in a clean and tidy condition.

### **b. Keeping you safe and healthy**

We do everything we can to keep you and your party safe (and, of course, we have to do what the law, Health and Safety Executive and local authorities say). That could mean in the worst-case scenario, closing our facilities at short notice – for example if we needed to make urgent repairs. We'll always try to tell you as soon as we know. And if there's an issue that we know about before you book, we'll warn you. It's important that you always follow our advice for staying safe while you're with us. We don't put lots of silly rules in place just for the sake of it, but we do have a few important ones designed to keep you safe. We want you to have fun at the park, but we need to ensure that we keep you safe. For that reason, we do not permit owners or guests to fly drones at the park.

You are expected to behave in a fashion that will not put either you or others staying on the park in any kind of danger, we ask you to be sensible and behave in a responsible way at all times.

### **c. Personal belongings**

We take all reasonable steps to safeguard our premises and hope you will have no cause for concern during your holiday, but guests remain responsible for looking after their own belongings. Please remember to secure any vehicles or bicycles and try not to leave any valuable items on

display. If you are bringing anything valuable on holiday you should check it is adequately covered by your insurance. We cannot accept any liability for loss or damage to your belongings unless it is due to our negligence.

#### **d. Filming and photography**

We may take our own promotional films and photographs on the park throughout the year. They could be shooting anywhere in the park, but we'll try to make sure the filming doesn't affect your holiday and that you always know what's going on. With this agreement, you give us the rights (free of charge) to anything containing your image (or the image of the other people with you) that's made while you're with us. (This doesn't affect your own photos or videos of course!) So, if you don't want to be in shot, please try and stay away from the filming or photo shooting area. And if you or someone in your family does stray into a photo or video without meaning to and you want us to remove it from our library, we'll do our best to do so.

#### **e. Smoking, drugs and offensive weapons**

There's no smoking of vaporisers, e-cigarettes and tobacco in any of our public buildings or accommodation, and we do our best to make sure guests do not smoke in these areas. We do have outdoor smoking areas, and these are clearly signposted.

We have a zero-tolerance policy on drugs, firearms and offensive weapons. If you take illegal drugs or any other illegal substance or are in possession of a firearm or offensive weapon, we will ask you to leave the park, without refund.

#### **f. Illness and contagious diseases**

Let us know if you come down with something that you think will affect any of our other guests. If we become aware, or have reasonable grounds to suspect, that you have contracted a contagious disease or illness that has the potential to infect many people quickly; you and your party may be asked to go home. If this is not possible, then restrictions will be placed upon your activities and movements to prevent the disease or illness being transmitted to other guests.

#### **g. Cutting your holiday short**

We hope you'll have such a great time with us that you don't want to leave. But if you do end up going home early, we won't offer you a refund.

#### **h. Damage to accommodation**

We hope you don't have any mishaps while you're with us. But if your accommodation or any part of the campsite is damaged by you or someone in your party during your stay, we have the right to recover the cost of this from you, including any extra cleaning costs. We may also go into your caravan holiday home at a reasonable time (and on reasonable notice) during your holiday to check the state of things. Any damage to your accommodation could result in your booking being cancelled, with no refund. If there's an emergency, we can come into your accommodation without warning.

## **I. Behaviour standards**

- Any accidents or incidents must be reported to the site owners.
- Not to be a nuisance to other users of the park or the owners.
- Dogs must be kept on a lead at all times and you are responsible to clear up any fouling on the site. Dogs should not be left unattended on site.
- No contractors or deliveries should be made to site unless prior notice and agreement has been made with the site owners.
- To respect at all times the quiet and tranquility on site.
- We aim to respect the environment and request that you keep all waste to a minimum, it is a site requirement that you recycle where possible.
- Septic tanks such as the ones located at Looe Country Park do not function correctly when certain chemicals are flushed into them, we request that you consult with the site owner as to the correct toilet chemicals that should be used.
- Awning heaters are not to be used on site.
- There is a 10mph speed limit around the site.
- Bicycles and scooters may be ridden in a safe and controlled manner, if not ridden in the said manner the site reserves the right to ban the riding of your bicycle or scooter.
- Children are the responsibility of their parents or guardians at all times. Children under 7 must be accompanied to the toilet block by their parent or guardian.
- All children are expected to be back at their pitch or holiday accommodation by 10pm latest.
- Radios and Televisions must be used considerately.
- The lighting of fires is prohibited unless in an EU standard purpose made BBQ or fire pit.
- Breathable groundsheet must be used.
- Grey water must be collected and emptied at service points.
- All taps must be turned off after use.

- Washing up sinks must be cleaned after use.

#### **j. If you leave something behind**

Let us know as soon as you realise you've left something behind. We'll do all we can to find it, although we're not liable if this isn't possible or if it's damaged. If we find it we'll return it to you, but you will have to cover the postage costs.

### **7. Our promises to each other**

We want you to have a great time at the park. So here are some promises we'll make when we accept your booking. And because it's a two-way street, you'll also be making promises to us when you book.

#### **a. Our promises to you**

1. We'll do our best to give you and the other people in your party a great holiday.
2. We'll do our best to give you the holiday we've described on our website and in our agreement.
3. We'll do everything we can to prevent things going wrong.

#### **b. Your promises to us**

1. You'll disclose all information required by us and tell us who's coming with you to the park.
2. You'll only let the people on your booking confirmation use our caravan holiday homes, facilities and pitches.
3. You'll look after our accommodation and facilities so that other people can enjoy them after you. And if you cause any damage, you'll tell our reception team straight away, so we can sort it out.
4. You won't spoil things for other guests by being loud or antisocial.
5. You - and everyone who comes with you - promise not to break any of our terms and conditions. If you do, we'll ask all of you to leave the park immediately. No ands, ifs or buts. And no refunds.

### **8. If you need to complain**

Even though we'll do all we can to give you a fantastic holiday, things do sometimes go wrong. Here's what to do if you need to complain:

1. If there's something wrong with your accommodation or holiday, tell the reception team at the park straightaway so we can try to put things right.
2. If your holiday is over and you're still unhappy, email our guest relations team at [info@loeecountrypark.co.uk](mailto:info@loeecountrypark.co.uk) or write to us at Polborder Holidays, Bucklawren Road, No Mans Land, Looe, Cornwall. PL13 1QS OR Looe Country Park, Bucklawren Road, No Mans Land, Looe, Cornwall, PL13 1QS within 7 days of the end of your holiday. The letter or email must be from you (the lead guest) as you're the person we made this agreement with. Please make sure you write your booking reference number on your letter or email and include your daytime and evening phone numbers.
3. We will try to write back to you within 14 days of getting your letter or email after we have completed our investigation.

If you do not give us the opportunity to resolve the problem locally by reporting it whilst on the park, we may not be able to deal positively with any feedback on your return. Claims may be reduced or rejected if we have not been given the opportunity to put matters right or investigate your concerns.

## **9. Seasonal Touring Caravan Owner**

- Subletting to any other party is expressly forbidden.
- The caravan owner shall be responsible for properly securing the caravan as provided for by the manufacturer and the insurance.
- No explosive, corrosive or flammable liquids shall be stored on the pitch, whether in the caravan, outside, in the awning or the car apart from the ones designated as for use by the manufacturers of the caravan or car. The site owners reserve the right to remove any substances that are not fit to be stored on site, the owners are not liable for any costs or damage to such property.
- Access to the pitch for grass cutting by the site owner must be facilitated by the touring unit owner.
- Overall condition of the seasonal pitch must be tidy and tended, it is ultimately the responsibility of the touring unit owner to ensure the pitch is kept to a high standard.
- You must inform the site owner of any changes in your circumstances or information immediately.
- One small storage box sited at the back of each pitch on the hardstanding allowed.

## **10. The small print**

### **a. The holiday agreement**

When you make a booking request, you're offering to buy one of our holidays, and you're agreeing to follow our terms and conditions. We do have the right to turn down your booking request – if, for example, we don't have the space, or we think you'd spoil things for our other guests. The agreement between you and us starts when:

1. We accept your booking and deposit – and give you a booking confirmation; **or**
2. We confirm your booking online or by phone; **or**
3. Your booking agent confirms your booking.

Our agreement is with you, as the lead guest. Don't forget that you're making an agreement with us on behalf of everyone coming to the park with you. It's up to you to make sure that they all know about these terms and conditions and accept them. The agreement lasts until you and your party leave the park.

### **b. Validity of terms**

If a court or a similar organisation questioned any of these terms, the rest of the agreement would still be valid. It would also still be valid if we allowed you to do something that we wouldn't normally allow under the agreement.

### **c. Identification requirements and electoral register**

We require evidence of identity and address details for all guests aged 18 and over. We reserve the right to check that any guests who are resident in the UK appear on the electoral register. Please note that it is your responsibility to ensure that you provide full and accurate names and addresses of all guests aged 18 and over so that a check of the electoral register can be carried out. If either your details or the details of any member of your party do not appear on the electoral register or the guest is resident outside the UK, we reserve the right to contact either you or the relevant member of your party before arrival to ask you/them for evidence of identity and address ("Alternate Checks"). A bank or credit card statement no more than 3 months old must be provided for proof of address; and an item of photographic identification (valid driving licence or

passport only) needs to be provided for proof of identity. If we do not receive evidence of identity and address within 14 days of contact, we reserve the right to cancel the booking, without refund. Please note that due to timescales of administration tasks, bookings made within 30 days of the holiday start date will not qualify for our Alternate Checks and bookings may be declined if the guest details provided when booking do not appear on the electoral register.

You and members of your party who are 18 or over may be required to provide photographic identification (valid driving licence or passport) at any time during your stay. Failure to provide identification may result in termination of your holiday and you being refused entry to the park or being asked to leave, without refund.

#### **d. When things are our fault**

We'll do our best to give you a great holiday, and we accept responsibility for things that go wrong that we should have foreseen or prevented when you booked. We'll deal reasonably and proportionately with any claims for loss or damage that are our fault, and we'll never try to avoid responsibility for things that the law says we can't.

#### **e. Things beyond our control**

Unfortunately, we can't take responsibility or pay compensation if we cancel or change your booking in any way because of events beyond our control. Neither can we accept any liability for any injury, loss or damage you suffer because of events beyond our control. Some of the things we mean by 'events beyond our control' are fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics or pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, and unavoidable technical problems with transport.

In the event of adverse weather, your booking will only be refunded the park is closed in the interests of health and safety. If you cannot travel on the day to the park due to adverse weather, we will do our best to move your booking to an alternative date. We recommend taking out appropriate insurance.

#### **f. English law**

Our terms are subject to English law – which means that if it ever came to it, we both agree that English law would apply to this agreement. And if things went really wrong, we both agree to allow the English courts to make the decisions.

#### **g. Using your personal information**

When you book with us, you'll be giving us some personal information about you and the other people coming with you. We may use and process such personal information in accordance with our privacy policy. You may choose to provide us with information about your health or the health of members in your party, so we can assist you with any disability needs. This information will only be used for the purpose(s) for which you provide it to us.

We'll only talk to you (or your booking agent) about your information. By booking with us, you're agreeing that we can use the information in accordance with our privacy policy – and you're confirming that everyone who's coming on holiday with you has also read and accepted our privacy policy. If you're using a booking agent or other provider, make sure you look at their data protection policy to find out how they'll use your information.

#### **h. The accuracy of our website and brochure**

We do our best to make sure that our website is accurate when we publish it, but the park may not look exactly the same – and the photos, layout plans, artists' impressions and so on are there to give an impression of what it's like at the park. There may be differences on the actual park to our website.

#### **i. Access to our park**

We reserve the right of entry to our park, and the right to refuse entry to our park without notice.

#### **j. Copyright**

You can't copy anything from our website (even photos) without our written permission. Nothing in our agreement gives you or the people who come with you any rights over our trade marks or other intellectual property. And you promise that you won't acquire any rights to any of our trade marks or intellectual property.

#### **K. social media**

We take all fake and/or malicious reviews that are left on social media or any other media medium seriously, the person or persons leaving any such reviews will be pursued in accordance with English Law.