



Terms & Conditions, Booking Contract & Cancellation
Policy
Holiday in Cumbria
Hiker's Den, Trekker's Rest, Ambler's Hide & Wanderer's
Haven - Brigham Holiday Park
Peaktop View - Grasmoor View Holiday Park

General

These Terms and Conditions (the "**Booking Contract**") are between the property owner ("**we**", "**us**" and "**our**") and the holidaymaker(s) ("**you**" and "**your**") who book one of our holiday properties (the "**Property**") through our own websites **holidayincumbria.co.uk** or **holidayincumbria.com** (the "**Website**"). Each reservation is referred to in this Booking Contract as a "**Booking**".

The Booking Contract applies to every Booking and must be complied with. The lead guest (party leader) must be at least **18 years of age** at the time of booking and must be staying at the Property for the duration of the Booking.

Your Booking is subject to these Terms & Conditions. Together with your Booking Confirmation email, they form the entire agreement between you and us, so please read them carefully. Nothing in this Booking Contract affects your statutory rights.

Payments made through our Website by card are securely processed by **Stripe Payments UK Ltd** whose registered office is 9th Floor, 107 Cheapside, London, EC2V 6DN.

For the avoidance of doubt, you acknowledge and agree that we are the owner and provider of the Property. Where Stripe is used as the payment processor, Stripe acts solely as the payment processor and is not responsible for the provision of your holiday accommodation.

Making your Booking

Bookings can only be made by completing the online Booking Request Form via our Website and paying either the required Initial Deposit or the remaining balance or the full payment amount (where applicable), once we have accepted your booking request.

Your Booking is confirmed, and the Booking Contract comes into effect when:

- We have accepted your booking request;

- The Initial Deposit (or full payment amount, where applicable) has been successfully received by us; and
- You have received our Booking Confirmation email.

By making a Booking, you confirm that you have read and accepted these Terms & Conditions, including the Cancellation Policy.

If the Booking Request Form requires that you:

- make a payment in full, then you must pay the full amount due by the specified due date; or
- pay an Initial Deposit followed by the remaining balance, you must make both payments within the specified timescales. The Initial Deposit must be paid within **3 days** of receiving our Booking Confirmation email and the remaining balance must be paid at least **30 days** before your arrival date, unless an alternative payment schedule has been agreed with us in writing.

Where applicable, the Cleaning Fee and any other charges ("Other Fees") shown on your Booking Confirmation will form part of your total payment.

Please check your Booking Request Form and Booking Confirmation carefully and notify us immediately if you believe any details are incorrect or incomplete.

Paying for your Booking

If you have paid an Initial Deposit, the remaining balance, together with any applicable Cleaning Fee and Other Fees, must be paid by the due date stated in your Booking Confirmation, unless an alternative payment schedule has been agreed with us in writing.

Failure to make payment by the due date will entitle us to treat your Booking as cancelled by you, in which case the Cancellation Policy set out below will apply.

If you cancel or amend your Booking

If you need to cancel or amend your Booking, you must notify us in writing by email as soon as possible. Any cancellation or amendment will only take effect once we have received and acknowledged your written request.

The Cancellation Policy set out below applies to all Bookings. Any refund due will be processed by us in accordance with that policy and, where applicable, using the original payment method.

If:

- your Balance is not paid in accordance with these Terms & Conditions; or
- you fail to arrive within **24 hours** of your scheduled arrival time without contacting us,

we reserve the right to treat your Booking as cancelled by you and the Cancellation Policy will apply.

If we cancel or amend your Booking

We would not expect to make changes to your Booking once it has been confirmed. However, occasionally circumstances beyond our control may make alterations necessary, or, in exceptional cases, require us to cancel a Booking.

If this happens, we will contact you as soon as is reasonably practical to advise you of any changes or cancellations.

If we cancel your Booking, any payments you have made will be refunded by us using the original payment method where possible.

We cannot accept liability for any costs you may incur with third parties in connection with your holiday, including (but not limited to) travel, entertainment, activities or insurance.

The Property

You may check in to the Property from 4:00pm on your Arrival Date and must check out no later than 10:00am on your departure date, unless otherwise agreed in writing.

If your arrival is delayed, you must contact us using the details provided in your Booking Confirmation email so that we can make alternative arrangements where possible. Failure to notify us of a late arrival may result in you being unable to gain access to the Property.

If you fail to arrive by 12:00 noon on the day after your Arrival Date and have not contacted us to advise us of your anticipated later arrival, we reserve the right to treat your Booking as cancelled by you. In these circumstances, the Cancellation Policy will apply.

Your obligations

You agree to comply with the information and instructions contained within the **Guest Information Folder**, together with the Holiday Park Site Rules applicable to your stay, and to ensure that all members of your party observe them.

You agree to keep the Property, its contents and furnishings, including kitchen equipment, crockery, glassware and all fixtures and fittings, clean and in good condition throughout your stay.

You agree not to cause damage to the Property, whether internally or externally, nor to do anything that may reasonably be considered likely to cause nuisance or annoyance to us, neighbouring properties or other holiday park guests.

You agree to take all reasonable steps to safeguard your personal belongings whilst staying at the Property.

We strongly recommend that all members of your party obtain appropriate holiday or travel insurance to cover cancellation, illness, accidents, travel disruption, loss or damage to personal belongings and other unforeseen circumstances.

The maximum number of guests permitted to stay at the Property must not exceed the occupancy stated at the time of booking. The lead guest must not significantly change the composition of the party during the stay without our prior written agreement.

Failure to comply with these Terms & Conditions may result in us refusing access to the Property or requiring your party to leave. In such circumstances, the Booking will be treated as cancelled by you and no refund will be due unless otherwise agreed at our discretion.

You agree to allow us, or anyone acting on our behalf, reasonable access to the Property during your stay where necessary to carry out essential repairs, deal with an emergency or ensure compliance with these Terms & Conditions.

Lost Property

If you leave personal belongings at the Property, you will be responsible for the cost of their return.

Please notify us as soon as you become aware that an item has been left behind. We will make every reasonable effort to locate it.

Once located, it is your responsibility to arrange and pay for a courier to collect the item from the relevant Holiday Park Reception or another collection point agreed by us.

If you would prefer us to arrange the return on your behalf, an additional **£15 Administration Fee**, together with the courier costs, must be paid before the item is dispatched.

Dogs

We welcome **one medium dog or two small dogs** on request only. Additional dogs may be accepted at our discretion but must be agreed in writing before your arrival.

No other types of pet are permitted.

Guests are responsible for ensuring their dog is well behaved, does not cause damage or nuisance and is not left unattended in the Property unless suitably secured.

Any damage or additional cleaning required as a result of a dog may be charged accordingly.

Electric Vehicle Charging

There are currently no Electric Vehicle Charging Points available at either Brigham Holiday Park or Grasmoor View Holiday Park.

Charging of any electric vehicle from the electricity supply at the Caravan is strictly prohibited. Guests must not use extension leads, adapters or any other method to charge an electric vehicle from the Caravan or Holiday Park electricity supply.

Guests requiring electric vehicle charging facilities must make their own arrangements using suitable public charging facilities.

Complaints

We want you to enjoy your holiday and will make every effort to ensure your stay is as comfortable and enjoyable as possible.

If you experience any problem during your stay, it is important that you contact us immediately so that we have the opportunity to investigate and, where possible, resolve the issue.

Many concerns can be resolved quickly if they are reported whilst you are staying at the Property. Complaints made after your departure may be more difficult, and in some cases impossible, to investigate fully.

If any complaint cannot be resolved during your stay, you should notify us in writing by email within **28 days** of the end of your Booking, providing full details of your complaint.

For the avoidance of doubt, any complaint regarding your Booking or the Property should be directed to us and **not** to Stripe.

Limit of Liability

Our maximum liability for losses you suffer as a result of our breach of this Booking Contract is strictly limited to the total amount paid by you in relation to your Booking.

We shall not be liable for any losses which are not a reasonably foreseeable consequence of our breach of this Booking Contract.

Your Booking is accepted solely for the purpose of a holiday. We shall not be liable for any business losses, including loss of profit, business interruption or any other commercial loss.

For the avoidance of doubt, any third-party payment provider used for your Booking shall not be liable to you or responsible for:

- any issue or dispute between you and us regarding the Booking;
- any failure relating to payments caused by a third-party solution; or
- the rejection of any payment by a third-party payment provider.

Nothing in these Terms & Conditions excludes or limits our liability for:

- death or personal injury caused by our negligence;
- fraudulent misrepresentation; or
- any other liability that cannot legally be excluded or limited under English law.

Law and Jurisdiction

These Terms & Conditions, together with any non-contractual obligations arising from them, shall be governed by and interpreted in accordance with the laws of **England and Wales**.

Both you and we agree that any dispute arising in connection with your Booking shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Miscellaneous

You may not transfer your Booking or any rights and obligations under this Booking Contract without our prior written consent.

If any provision of these Terms & Conditions is found by a court or other competent authority to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

These Terms & Conditions, together with the Cancellation Policy and your Booking Confirmation email, constitute the entire agreement between you and us and supersede any previous discussions, correspondence or agreements relating to your Booking.

Neither party shall have any remedy in respect of any statement made before entering into this Booking Contract unless that statement was made fraudulently.

We shall not be liable for any delay or failure to perform our obligations where such delay or failure results from circumstances beyond our reasonable control, including but not limited to flood, fire, severe weather, explosion, accident, government action, utility failure or any other event constituting Force Majeure.

Cancellation Policy

If you need to cancel your Booking, you must notify us in writing by email as soon as possible.

The effective date of cancellation will be the date on which we receive your written notification.

If We Are Unable to Provide Your Accommodation

If we are legally unable to provide your accommodation because the Property is required to close due to Government restrictions, legislation or other circumstances beyond our reasonable control, you will receive a full refund of all monies paid to us.

If we are unable to provide your accommodation due to Government restrictions, legislation, Force Majeure or other circumstances beyond our reasonable control, we will contact you as soon as possible. Where possible, we may offer alternative accommodation in another holiday accommodation owned by us. Any alternative accommodation offered will be subject to availability and provided at no additional cost where the replacement accommodation is of equal or greater value. If we are unable to offer suitable alternative accommodation, you will receive a full refund of all monies paid to us.

Force Majeure includes, but is not limited to:

- acts of God;
- flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil disturbance, war or threat of war;
- nuclear, chemical or biological contamination;

- government legislation, restrictions or prohibitions;
- fire, explosion or structural damage;
- failure of essential utility services; or
- any other event beyond our reasonable control that prevents us from providing your holiday accommodation.

If You Are Unable to Travel

If you or any member of your party are unable or unwilling to travel for any reason, including illness, injury, family emergencies, travel disruption or other personal circumstances, this remains your responsibility and does not entitle you to cancel your Booking without charge.

We strongly recommend that you obtain suitable holiday or travel insurance to protect against these circumstances.

Unless we are able to re-let the Property, cancellation charges will apply in accordance with the table below.

Cancellation Charges

Notice received before Arrival Date	Cancellation Charge
More than 60 days	5% of the total booking cost
45 - 59 days	40% of the total booking cost
30 - 44 days	50% of the total booking cost
15 - 29 days	75% of the total booking cost
3 - 14 days	90% of the total booking cost
0 - 2 days	100% of the total booking cost

On receipt of your written cancellation, the above table determines the amount that remains payable at that point of time.

We will then use reasonable endeavours to re-let the Property for the cancelled dates.

If we are successful in obtaining a replacement booking, we will refund the amount you have paid, less:

- a **5% Cancellation Administration Fee** to cover non-refundable payment processing fees and administration costs incurred in processing the cancellation and refund; and

- the difference between the value of your original Booking and the replacement Booking.

Example

Original Booking Value: **£500**

Replacement Booking Value: **£450**

Calculation:

- Original Booking: **£500**
- Less 5% Cancellation Administration Fee: **£25**
- Balance: **£475**
- Less Re-booking Shortfall: **£50**

Refund Due: £425

Travel Insurance

It is your responsibility to obtain suitable holiday or travel insurance for yourself and all members of your party.

We strongly recommend that your insurance provides cover for cancellation, illness, injury, travel disruption, loss or damage to personal belongings and other unforeseen circumstances.

Failure to obtain appropriate insurance does not entitle you to a refund outside the terms of this Cancellation Policy.

Changes to these Terms & Conditions

We reserve the right to amend these Terms & Conditions, Booking Contract and Cancellation Policy from time to time where necessary or where required by law

The version in force at the time your Booking is confirmed will apply to your Booking.

Contact Us

If you have any questions regarding your Booking or these Terms & Conditions, please contact us.

Karen & Robert Powell

Holiday in Cumbria

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