# **FELL VIEW PARK**

# **Terms & Conditions**

Our aim is to provide a relaxed break for families and couples alike. To ensure the maximum enjoyment of your break and that of all our other guests, and to ensure the good management of the park and for the benefit of all who use it, the following Terms and Conditions are in place and these for the agreement between us for your occupation of a Caravan/Pod pitch on the park.

In these Terms & Conditions, the expression "you"/"your" means the caravan owner and/or occupier and/or occupier of a pod and the expression "we"/"us"/"our" means the park owner and/or manager.

We reserve the right to ask guests who contravene these Terms & Conditions or the Site Rules or, who in any other way are behaving in a manner likely to cause distress or nuisance to us or to any other visitors or customers of ours, to leave the park immediately. In these circumstances the holiday cease and we shall not be liable for any extra costs incurred by you and no refund will be given.

# 1. BOOKING YOUR ESCAPE POD HOLIDAY

- 1.1 Advance booking is essential when booking a camping pod.
- 1.2 Checking availability and bookings can be made in the following ways:
  - By using our online service at <a href="www.fellviewpark.co.uk">www.fellviewpark.co.uk</a>
  - By telephoning the park Kevin 07487 395 395
     Jonny 07487 396 396

If there is no answer, please leave a message on the answerphone with your name and telephone number and a suitable time for us to call you back, or alternatively email us at <a href="mailto:info@fellviewpark.co.uk">info@fellviewpark.co.uk</a>.

1.3 A deposit will be requested on booking your holiday and the contract in which you accept our terms and conditions between you and us exists as soon as you have received confirmation from us that we accept your booking.

### **Pod Deposit**

For bookings less than two weeks in advance full payment is required. For bookings more than two weeks in advance a 25% deposit is required with the full balance due four weeks before arrival.

- 1.4 We accept most major debit and credit cards for payments. All prices are inclusive of VAT at the current rate.
- 1.5 The balance of the price of your holiday will be requested four weeks prior to your arrival. If the balance is not paid at this point the park reserve the right to cancel your holiday.
- 1.6 The person who makes the booking is responsible for the booking and warrants that they are over 21 years of age and that the party will not exceed the numbers stated in the booking.
- 1.7 Please see below our policy on group bookings.

# 2. ARRIVAL & DEPARTURE

- 2.1 Pods are available from 4.00pm on the day of arrival and must be vacated by 10.00am on the day of departure.
- 2.2 The latest arrival is 8.30pm. As a courtesy please inform the site if your arrival time is due after 6pm to allow for staff organisation.
- 2.3 Your pod name and barrier access code can be found on your booking confirmation. The site postcode is LA6 2HP.
- 2.4 Pods must be left clean and tidy and vacated by the times set above.

# 3. CANCELLATION POLICY

3.1 Cancellation of the booking by you.

3.1.1 You may cancel your holiday at any time. Cancellation will be effective on the date it is received and confirmed by us. However, cancellation charges are payable based on the number of days' notice we are given as follows:

# **Pods**

8 weeks prior to holiday Full refund of deposit minus £25 handling charge

8-4 weeks prior to holiday Loss of deposit

4-2 weeks prior to holiday Loss of 50% of full amount

2-0 weeks prior to holiday Loss of full amount

- 3.2 Cancellation of the booking by us.
  - 3.2.1 If we are unable to provide the booked holiday and have to cancel before the holiday is due to start, you are entitled to a full refund of the money you have paid.
  - 3.2.3 In the event that you are ejected from the park for a breach of one of the Terms and Conditions or Park Rules, no refund will be payable.
- 3.3 Cancellation due to government restrictions.
  - 3.3.1 If a holiday is unable to go ahead due to government-imposed restrictions or force majeure the holiday can then be moved to an alternate date within twelve months.
  - 3.3.2 If an alternate date cannot be found, then a full refund less a £25 handling charge will be offered.

# 4. INSURANCE

- 4.1 You are recommended to have your own insurance to cover losses incurred if the park is closed due to government-imposed restrictions or force majeure.
- 4.2 For seasonal caravaners, a copy of your current caravan insurance is required by Fell View Park.

# 5. GROUP BOOKINGS

5.1 We do not accept group bookings from hen or stag parties etc. If this information is withheld we reserve the right to cancel your holiday with no refund. A maximum booking for families and couples is three pods. We also reserve the right to refuse any booking.

### 6. VISITORS

- 6.1 Day visitors must leave their car in the visitor car park next to reception.
- 6.2 Visitors must adhere to the Site Rules and are subject to the same ejection policy as guests.

### 7. BEHAVIOUR STANDARDS

- 7.1 You must act in a courteous and considerate manner towards us, our staff and other guests.
- 7.2 You must comply with the Park Rules which are available on our website and are on display in the park office.
- 7.3 Children must be supervised properly at all times by a responsible adult so they are not a nuisance or danger to themselves or others. Children must not play in or around the toilet block or between or near caravans or pods. Any damage caused to park facilities or caravans will be the responsibility of the children's parents or guardians. Children must not play in the culvert along the eastern edge of the park.
- 7.4 Bicycles must be ridden on responsibly in the park.
- 7.5 Ball games are only permitted on the grass area allocated to your pitch.
- 7.6 No music, singing or other noise which may cause a nuisance to other occupiers of the park shall be permitted between the hours of 10.30pm and 8am and at all other times we would ask you to be considerate and not cause or create any undue noise or disturbance.
- 7.7 You should leave the areas of the park, toilet blocks and pods that you have used in a clean and tidy condition.
- 7.8 Please place litter in the bins provided and recycle waste items wherever possible.
- 7.9 Caravans and awnings must be sited so to allow site employees a clear passage with grass mowing equipment.
- 7.10 No firearms or offensive weapons to be kept or used on the park at any time.
- 7.11 The use of generators is not permitted.
- 7.12 Washing lines and rotary driers are not permitted on pitches.
- 7.13 Customers must not put rubbish, detergents or any other material which might block the septic tank or sewage system down the toilets. This would include but is not limited to household wipes, nappies and sanitary products; even if the manufacturer's information states that they are suitable for being flushed away. If you are in any doubt, please seek clarification as to whether it is acceptable to dispose of certain items down the toilets.
- 7.14 Campfires are not allowed on the park, and barbecues and chimineas are only allowed on the gravel area of your pitch.
- 7.15 Anyone found to be damaging park equipment (for example picnic benches, patios etc.) will be liable for any costs incurred.
- 7.16 No log, branches, twigs and similar may be removed for any purpose from any hedges surrounding the park as our wildlife rely on this habitat.
- 7.17 All pods and buildings have a non-smoking policy and you must not smoke in or around any pods or buildings on the park.
- 7.18 You must not commit any criminal offence at the park or undertake any criminal activity.
- 7.19 You must not commit any acts of vandalism or nuisance.
- 7.20 You must not use any unlawful drugs.
- 7.21 You must not carry on any trade or business at the park.
- 7.22 All repair and maintenance to caravans must be completed by competent tradesman.

#### 8. **VEHICLES**

- 8.1 All units and vehicles must be stationed or parked following the directions of our staff. Failure to do so may result in you being asked to re-site your vehicle or unit.
- 8.2 Commercial vehicles and vans are only permitted at our discretion.
- 8.3 The speed limit on the park is 10mph and this must be observed at all times.
- 8.4 All vehicles must confirm to the Road Traffic Acts and must have current tax, MOT and insurance.

  The provisions of the Highway Code apply to all roads on the park.
- 8.5 No recreational vehicles (including but not limited to motorised scooter/skateboards and non-Road legal motorised vehicles) may be used on the park, with the exception of mobility scooters.
- 8.6 Vehicle movement is prohibited between the hours of 12 midnight and 7am (except emergencies). If you require movement within this time, a car should be left in the car park at reception.

# 9. **DOGS**

- 9.1 There will be a £75 refundable surcharge payable for any pod bookings including dogs. This will be fully or partially refunded, upon us deeming the pod and the grounds surrounding the pod to be left in a satisfactory condition.
- 9.2 All pets staying in pods should have their own bedding, under no circumstances should your pet be allowed to sleep on the bed or any other furniture.
- 9.3 Dogs are to be on a lead at all times, other than whilst using our designated dog walk area adjacent to the park entrance barrier, accessible only via the park roads, and not behind or through any of the park or seasonal pitch grass areas.
- 9.4 Dogs should not be left on long extended leads so as not to damage any newly planted trees and plants surrounding your pod.
- 9.5 Any fouling should be cleaned up thoroughly and promptly, and disposed of only in the park bins adjacent to the site entrance.
- 9.6 Under no circumstances should dogs be walked in the grass areas behind the caravan pitches.

# 10. EJECTION FROM THE PARK

10.1 We reserve the right to ask any person who is in breach of any of these Terms & Conditions or any of the Park Rules or who in any other way behaves in a matter likely to cause distress or nuisance to us or other visitors to leave the park immediately. In these circumstances the holiday will cease and we shall not be liable for any extra costs incurred by you.

### 11. LIABILITY

11.1 We accept no responsibility for any loss or damage that may occur to your caravan, car or associated property whilst on the park, except where such loss or damage has arisen as a result of our negligence of a breach of our duty to you.

### 12. COUNTRYSIDE

12.1 Fell View Park is located within the countryside surrounded by farmland. Guests should be aware that on very rare occasions at certain times of the year (during the summer months) the agricultural community have to work exceptional long hours to secure the harvest for the following winter which involves tractors and other machinery.

Fell View Park reserves the right to amend these Terms & Conditions. Please refer to the Fell View Park website for an up to date version.