

# Holiday Accommodation At Northcliffe & Seaview Holiday Parks

## Terms & Conditions



Northcliffe & Seaview

*Holiday Parks*

Issue 9 – 24.01.22

### Introduction

Please read these terms and conditions carefully as they form part of your agreement with us together with:-

- your confirmation of booking; and
- the park rules

These terms and conditions will apply whether you have booked your holiday: online; via the phone; or in person.

We aim to provide terms and conditions that are clear and easy to follow. However, if you have any questions or need clarification about our terms and conditions please contact reception on 01947 880477.

### 1. Definitions

Meaning of expressions used in these Terms and Conditions and Interpretation:

- 1.1 **“The Accommodation”** means any of our caravans, pods or cottages located at the Park
- 1.2 **“The Agreement”** means the contract between you and Northcliffe & Seaview Holiday Parks Ltd that takes effect once your booking is confirmed in accordance with Paragraph 2.2 of these Terms and Conditions and consists of:
  - 1.2.1 these Terms and Conditions;
  - 1.2.2 your confirmation of booking; and
  - 1.2.3 the parks rules
- 1.3 **“Group Bookings”** means one person is booking more than one accommodation for the same dates
- 1.4 **“The Parks”** means Northcliffe & Seaview Holiday Parks, Bottoms Lane, High Hawsker, Whitby, North Yorkshire, YO22 4LL.
- 1.5 **“Park Rules”** means the rules of conduct and practice issued by us from time to time and apply to the use of the Accommodation and the Parks in general. A copy of the Park Rules currently in force will be sent with your booking confirmation, a current copy can also be found in the guest information folder inside your accommodation.
- 1.6 **“You” & “Your”** means the person or persons who are booking the holiday.
- 1.7 **“Website”** means [www.northcliffe-seaview.com](http://www.northcliffe-seaview.com)
- 1.8 **“We/Us/Our/The Company”** means Northcliffe & Seaview Holiday Parks Ltd.
- 1.9 Any reference to terms and conditions is a reference to these Terms and Conditions.
- 1.10 Any references to Paragraphs are paragraphs in these Terms and Conditions.
- 1.11 A reference to writing or written includes email.

### 2. Postponement and Cancellation

- 2.1 This clause explains when you, or we, may cancel or agree to postpone your holiday due to Government restrictions. We prefer that you postpone but will always allow you to cancel where the law gives you the right to do so.
- 2.2 The rights in this clause are additional to any other rights either of us may have in our terms and conditions.
- 2.3 We promise to keep all our customers safe. We ask you not to book if the law prevents you visiting or staying with us, or if Government guidance means that you should not visit or stay with us even if the law still allows you to. Our promise also means that there are limited circumstances in which we may need to cancel your holiday.
- 2.4 Either of us has the right to cancel your holiday, or any full unused days, if the law prevents you from visiting or staying with us. If your holiday has not started, then we will refund your booking in full less any costs we have already incurred on your holiday which we cannot recover elsewhere (“Direct Costs”). If your holiday has started, then we will refund in full any full days unused when we cancel, again less any Direct Costs. We will not charge an administration fee.
- 2.5 Either of us also has the right to cancel your holiday, or any full unused days, if Government guidance means that you should not visit or stay with us, even if the law still allows you to do so. If your holiday has not started, then we will refund your booking in full. If your holiday has started, then we will refund in full any full days unused when we cancel. We will not charge an administration fee and we will not deduct any Direct Costs.

### 3. Changes to our Facilities and services

- 3.1 We may make reasonable changes to the facilities and services at the park provided these changes do not materially reduce their quality. Our changes may reflect changes in relevant laws and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.

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- 3.2 If we make changes to the facilities and services at the park which materially reduce their quality, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. If your holiday has not started and you decide to cancel, then we will refund your booking in full. If your holiday has started, then we will refund in full any full days unused when we cancel. We will not charge an administration fee, and we will not deduct any Direct Costs.

#### 4. Bookings

- 4.1 The Agreement will not come in to force until:
- 4.1.1 you have paid the deposit due under Paragraph 5.1 of these Terms and Conditions; and
  - 4.1.2 you have received a confirmation of booking from us either by letter or email.
- 4.2 You are responsible for checking that the details of your booking confirmation are correct. If any of the details in your booking confirmation are incorrect, you are responsible for notifying us of this as soon as possible.
- 4.3 We only accept group bookings from:
- 4.3.1 families; and
  - 4.3.2 couples;
- 4.4 We do not accept bookings from hen or stag parties.
- 4.5 We reserve the right to refuse any booking.

#### 5. Paying for the Accommodation

- 5.1 You must pay a deposit at the time of booking. The deposit will be charged as follows:
- 5.1.1 £50 for a 3 or 4 night stay; or
  - 5.1.2 £100 for a 7 night stay.
- 5.2 The remaining balance must be paid at least 8 weeks before your arrival date, except where the booking is made less than 8 weeks before your arrival date, in which case full payment is due at the time of booking.
- 5.3 Payment can be made in any of the following ways:
- 5.3.1 online via our Website using your debit or credit card (deposit only)
  - 5.3.2 by telephone using your debit or credit card
  - 5.3.3 by cheque, if received not less than 28 days before your arrival date. Cheques should be made payable to Northcliffe & Seaview Holiday Parks. (please add an additional £1.50 per cheque to cover bank charges)
- 5.4 All of our prices are fully inclusive of bed linen, towels, tea towels, gas and electric.
- 5.5 All our prices are correct at the time of publication. If any error or mistake has been made by us we will notify you on receipt of your booking request.
- 5.6 We reserve the right to alter our published prices at any time prior to your booking being confirmed **but will contact you to check your agreement to the new price before we proceed.**

#### 6. Occupiers of the Accommodation

- 6.1 You must provide us with the names and addresses of all persons intending to occupy the Accommodation for the duration of your booking.
- 6.2 Only you and the persons named on your booking confirmation will be entitled to occupy the Accommodation for the duration of your booking. We reserve the right to refuse entry to any person who is not named in your booking.
- 6.3 Whilst only persons named on your booking confirmation are entitled to occupy the Accommodation for the duration of your booking, you are permitted to invite friends and family members to the parks as day guests.
- 6.4 You must register the names and addresses of any friends or family visiting the Parks for the day at the Parks'. As much notice as possible, and at least 24 hours notice, must be given in writing to reception (email us at [enquiries@northcliffe-seaview.com](mailto:enquiries@northcliffe-seaview.com)) for any visitors to the Parks. Please provide
- The names of all guests
  - Vehicle details (make, model, colour & vehicle registration)
  - Confirmation all guests have been made aware of the park rules
  - You must ensure that any visiting friends or family leave the Parks by 11.00pm at the latest.

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- 6.5 You must not use or allow the Accommodation to be used to sleep a number of persons greater than the Accommodation's maximum sleeping capacity, which is 2 for the SeaPad, 4 for lemon cottage, luxury & super luxury 2 bedroomed caravans & 6 for the 3 bedroomed super luxury caravans. This includes any children over the age of 2. Any children under the age of 2 may sleep in the Accommodation in addition to the maximum sleeping capacity providing:
  - 6.5.1 they are sleeping in either a travel cot or Moses basket; and
  - 6.5.2 they are named in your confirmation of booking.
- 6.6 You are responsible for the behaviour of all persons in your booking and any visiting guests, including any children, and for ensuring that they comply with the terms of the Agreement.
- 6.7 You must ensure that any children named on your booking are properly supervised by a responsible adult at all times so that they do not cause a nuisance or danger to themselves or others.

### 7. When you may cancel your booking

- 7.1 You may cancel your booking at any time. Cancellation will be effective on the date it is received by us in writing.
- 7.2 If you cancel your booking we shall only be liable to refund you the following amounts shown below. The amount we agree to refund to you is dependent on how close your cancellation is to the start of your booking. This is because we are less likely to recover the cost of your booking by reselling the Accommodation:-
  - 7.2.1 If notice of cancellation is received within 8 weeks of your arrival date we will re-advertise your booking. If the Accommodation is re-let we will refund you any monies taken for the booking less your deposit. Please note that we may have to reduce the total price of the holiday in order to re-let it at such a late date.
  - 7.2.2 If notice of cancellation is received more than 8 weeks before your arrival date and you have paid in full then we will refund your total holiday price less the deposit.
  - 7.2.3 If notice of cancellation is received more than 8 weeks before your arrival date and you have only paid your deposit there will be no refund.
- 7.3 We recommend that you take out holiday cancellation insurance.
- 7.4 If you decide to vacate the Accommodation before your date of departure, for any reason other than as a result of us seriously breaching our obligations contained in the Agreement or our negligence causing you serious loss, we are not liable to offer you a refund.

### 8. When we may cancel your booking

- 8.1 If you are in a serious breach of your obligations under the Agreement and the breach is not capable of being remedied, we may give you reasonable notice to cancel the Agreement.
- 8.2 If you are in breach of any of your obligations under the Agreement which is capable of being remedied (for example to pay the balance in full (Paragraph 5.2 of these Terms and Conditions)) we may write giving you warning, specifying the breach and asking you to remedy within a reasonable and specified time. If you do not comply with that warning and the breach is serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together would cause a breakdown in the relationship between you and us, we are entitled to write you to cancel the Agreement.
- 8.3 Where we cancel the Agreement under Paragraphs 8.1 or 8.2 of these Terms and Conditions we shall only be liable to refund you on the same scale set out in Paragraph 7.2 of these Terms and Conditions.
- 8.4 If we have to cancel your booking as a result of any cause beyond our reasonable control, we will only be liable to pay to you sums which you have already paid to us under the Agreement.

### 9. Arrival & Departure

- 9.1 Check in is from 4pm.
  - 9.1.1 Contactless check in – When checking-in the key is available from the key box outside your accommodation. The key code will be the last 4 digits of your holiday hire reference number.
  - 9.1.2 Please do not forget to inform us via email ([enquiries@northcliffe-seaview.com](mailto:enquiries@northcliffe-seaview.com)) or telephone that you have arrived and if there are any changes to the guest information you have already provided. If you are telephoning outside of office hours please leave a message on the answer phone.
- 9.2 You must vacate the Accommodation by 10:00am on your day of departure. Please leave the key in the key box when you are ready to check-out.

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- 9.3 Please leave windows open – on the latch - when leaving the accommodation.
- 9.4 Please check on your departure that you have packed all your personal items and that you have not inadvertently packed any of our property i.e. coat hangers. We cannot accept responsibility for any property left behind at the end of your stay unless we are found to be negligent. We will hold any personal items we find in the accommodation for a period of 3 months from your date of departure, after which the items will be disposed of.

### 10. Accommodation

- 10.1 You must not smoke in the Accommodation.
- 10.2 You must take reasonable care of the Accommodation, including any fixtures and fittings, and leave the Accommodation in a clean and tidy condition on your day of departure. This includes ensuring that:
  - 10.2.1 All cooking equipment and crockery has been washed and put away; and
  - 10.2.2 All bins have been emptied and washed.
- 10.3 If you fail to comply with Paragraphs 10.1 and 10.2 of these Terms and Conditions we will be entitled to recover from you any losses suffered (including our own reasonable cleaning charges) unless such failures arise due to our negligence or default.
- 10.4 We reserve the right to enter the Accommodation in any of the following circumstances:
  - 10.4.1 in the event of an emergency
  - 10.4.2 to carry out essential or emergency repair works to the Accommodation; and
  - 10.4.3 if we know or have reasonable grounds to believe that you are using the Accommodation to engage in illegal or inappropriate behaviour
- 10.5 Unfortunately, not all of the Accommodation is suitable for all wheelchair users. Specifically:
  - 10.5.1 our caravan accommodation which can only be accessed via steps; and
  - 10.5.2 whilst Lemon Cottage is step free it has standard doors which may not accommodate a wheelchair
- 10.6 Please notify us at the time of making your booking if you have any specific requirements and we will, wherever possible, accommodate you.

### 11. Cots & Highchairs

- 11.1 If you have booked to stay in one of our cottages at the Parks and require a travel cot and/or highchair, we can usually supply these to you, free-of-charge.
- 11.2 If you have booked to stay in one of our caravans at the park a highchair can usually be supplied, free-of-charge. We are not able to provide a travel cot for use in any of our caravans.
- 11.3 You will need to request a cot and/or highchair at the time of making your booking. Cots and highchairs are subject to availability and there is no guarantee we will be able to fulfil your request. We will advise you at the time of booking whether there is a cot and/or highchair available for the duration of your holiday.
- 11.4 We do not provide bedding for the travel cot or a harness for the highchair. You will be responsible for bringing your own bedding for the travel cot and/or a harness for the highchair.

### 12. Ejection on grounds of behaviour

- 12.1 You must comply with and ensure that any person named on your booking or who visits you on the Parks, complies with the behaviour standards set out in the Park Rules.
- 12.2 We are entitled to eject anyone from the Parks who acts in a manner likely to cause significant upset or significantly annoy other users of the Parks or our staff or who is guilty of a criminal offence. We do not have to follow any formal procedure to eject any person who is not named in your booking.
- 12.3 In the event of persistent or serious misconduct by you or any other person named in your booking, we will follow the relevant notice procedures in Paragraphs 8.1 and 8.2 of these Terms & Conditions.

### 13. Vehicles

- 13.1 You must not park more than:
  - 13.1.1 One vehicle in the designated car parking space if you are staying in one of our Luxury Caravans or Seapad accommodation; or

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13.1.2 Two vehicles in the designated car parking space if you are staying in one of our Super Luxury Caravans or our cottage.

13.2 You must not park or allow the parking of commercial vehicles of any sort on the Parks, including:

13.2.1 Light commercial or light goods vehicles as described in the vehicle taxation legislation; and

13.2.2 Vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.

### 14. Pets

14.1 You must not bring any pets or animals when you visit the Parks.

14.2 Nothing in these Terms and Conditions prevents you from bringing an assistance dog to the parks if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence.

### 15. Alterations to these Terms and Conditions

15.1 We will try our best not to alter these Terms and Conditions. However, we reserve the right to do so in circumstances where it becomes necessary because of any health and safety requirements or changes in law. If it becomes necessary to alter these Terms and Conditions we will give you as much notice as possible. If, as a result of such a change in these Terms and Conditions, you decide to cancel your booking with us, **then you will be entitled to a full refund if your booking is being changed radically, for example because we are no longer performing key parts of this Agreement. Otherwise**, you may do so only in accordance with Paragraph 7 of these Terms and Conditions.

15.2 We will not make any other amendments to these Terms and Conditions without your prior written agreement.

### 16. Communication

We will communicate with you at the postal address or email address you have given to us unless you notify us of another contact address or email address.

### 17. Agreement

17.1 You cannot transfer your booking to any third party.

17.2 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

17.3 You agree that neither you nor any person named in your booking has any right over our trademarks or other intellectual property. You agree that you cannot copy any material from our brochure or Website, which includes photographs, without our prior written consent.

17.4 The terms contained in these Terms and Conditions do not affect your statutory rights.