



Caravan Booking Terms & Conditions

The caravan owners may change the Terms & Conditions at any time - Revisions void previous terms issued.

Version 1.6 - March 2020

These Terms & Conditions are here to protect the rights of the Caravan Owner, Agent and all the Guests.

Please read them very carefully.

Please check the caravan when you arrive. If you find anything wrong please contact the owner immediately. This will protect you if things are found after you leave that you knew about.

If anything is damaged during your stay please contact the owner immediately so that they can arrange repair before the next guests, if you experience any issues whilst onsite or utilising the caravan Haven reception will be happy to assist.

Some rental caravans are still under warranty and should any defects arise where works needing repair then these may be carried out during your stay with the least disruption possible - At no point will any Haven team member enter the caravan without consent - Please report this to us should this happen.

You have a responsibility to leave the caravan as you first find it

Failure to keep the caravan clean and tidy will result in the loss of your damage deposit.

The theft of any item of property from the caravan is unlawful and you will be charged / prosecuted where applicable.

All doors and windows must be closed when you leave the caravan, Failure to do this put the security of the caravan at risk and damage deposit may be withheld.

Please ensure all heating is switched off upon vacating the caravan, please ensure all rubbish is disposed of in the Park bins provided.

YOU WILL BE EVICTED, WITHOUT COMPENSATION IF:

You have extra guests staying that have not been pre-registered.

You cause any nuisance to others, such as loud music or shouting.

Anyone is found to be smoking any substance in the caravan.

Any Guest Pets are found to be occupying the caravan.

Or breach any of the other conditions listed below in addition to Haven Park rules

Caravan Booking Terms & Conditions

The caravan owners may change the Terms & Conditions at any time, without notice.

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- B) The Booking Agent
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Full Details

When signing/ returning the completed booking form or paying the full deposit online you are confirming that you, the nominated hirer, agree to be bound by all of the following Terms & Conditions, with all other parties concerned. Electronic Signature such as email format is deemed as your legal mark.

A) The Caravan Owner

a) The agreement is made on the understanding that the Caravan Owner will remain responsible for providing the advertised service. They will be liable to compensate the guests in the event of any failing on their behalf that was not outside their control, in accordance with the terms detailed below, neither will they be bound by any of the services becoming unavailable at fault of the park or any other third parties.

b) The owner will ensure that the full holiday cost, including deposit is retained in an account should they be required to provide a refund on a sliding scale or other - All Booking deposits are non-refundable as detailed on your booking.

B) The Booking Agent

a) Seashorecaravan.co.uk is acting as a booking agent, they will be responsible for taking and confirming the booking and potentially accepting and transferring funds, subject to their agreed fees. They hold no responsibility unless due to their own failings. The agent may withdraw their services at any time, for whatever reason. The booking will not be affected by such a withdrawal.

C) The Guests

a) The nominated group leader will be subject to fines in the event of misconduct by any of the group members that is not satisfactorily resolved, as detailed below.

b) The nominated group leader accepts full responsibility and liability for the conduct of all guests should they breach any of the rules. It is their responsibility to ensure that all the guests are aware of the full details of these terms and conditions.

D) Booking Restrictions

a) Bookings will only be accepted if the hirer is at least 25 years old

An electoral roll search may be carried out by the owner or agent to confirm identity

b) NO Same sex groups - e.g. Stag and Hen parties.

Family and Friends same sex groups may be accepted age dependent however park rules apply .*

c) NO Pets of any kind, ***unless agreed at the time of booking***

d) The maximum number of allowed guests may be lower than the maximum berth of the caravan. This is in order to improve the comfort of the guests and reduce wear on foldaway beds. Limits may also be added if a cot is used/required for insurance reasons, no over occupancy is permitted.

e) Only guests named on the booking form will be allowed in the caravan.

f) Bookings are made based on No Linen or Entertainment passes being provided, these may be offered at extra cost.

Spot checks may be carried out and any time during the holiday.

All Unauthorised guests will be evicted and owner compensation sought with registered guests. All names on the booking will forfeit the remainder of their stay, without compensation,

We will never enter the caravan during your stay without prior notice only in case of emergency or maintenance.

E) Bookings

- a) The holding deposit must be paid within 1 working day to confirm booking where payment schedule applies - Late bookings must be paid in full prior to key release being submitted to the park and the hire - FAILURE TO COMPLETE PAYMENT will result in your booking being withdrawn.
- b) Provisional bookings will not be accepted under any circumstances, without holding deposit.
- c) Full names of all persons staying in the caravan are required at time of booking, ages at discretion as long as lead hirer is 25 or over
- d) Full rental charges are due 8 weeks prior to your selected holiday dates, otherwise the booking will be cancelled and the deposit not refunded - Any payment made exceeding the deposit will be refunded subject to conditions stated herein, We will issue reminders/statements however do not take liability for late payment.
- e) Booking are made between strictly the Guest and Caravan Owner, SeashoreCaravan.co.uk is a third party letting platform only - The caravan owner should be contacted through our site only and bookings are non-transferable/re-saleable by any third parties.

F) Deposit

- a) The deposit must be paid in full to secure the booking only, this is in addition to the Rental Charge
- b) The actual deposit charge may vary depending on the season and holiday cost, a damage waiver is required and charged separately
- c) In the event of cancellation the holding deposit will not be refunded under any circumstances,
Unless cancelled by the caravan owner due to their inability to honour the booking.
- d) Damage deposit will be returned within 28 days, if not before - after the caravan has been fully checked, Unless, there has been a breach of any of the conditions by any guest.
Such as, but not limited to :
 - i. *Section D - breaching booking restrictions*
 - ii. *Section I - damage to, or theft of, contents, breach of security, etc.*
 - iii. *Section J - improper use of equipment*
 - iv. *Section K - unreasonable behavior*
 - v. *Section L - leaving after the agreed departure time.*
 - vi. *Section N - damage to the caravan or its contents*
 - vii. *Section S - you have been evicted from the caravan for any reason*
- e) Part deposits will not secure dates and will not be returned
- f) There will be a deduction of any delivery charges (£10.00) to return items that have been left behind

G) Rental Charge

a) This is in addition to the deposit/damage waiver and must be paid no later than 8 weeks before the holiday. Payment will be required in full if booking less than 8 weeks before start of holiday, unless Non Refundable discount offer has been agreed to on booking

b) In the event that the holiday is not paid for in full 6 weeks prior to the holiday start date, The holiday will be cancelled and the dates released for re-sale, unless by prior agreement - No Refund will be issued against non-balance payments.

c) Instalment options may be offered by the owner, however the full total must be paid on time, In full

H) Accepted Payment Methods

a) Card payment, The Owner accepts no liability for the third party card processing system used

b) Bank Transfer

ii . No cash payments accepted under any circumstance, No Cash on arrival.

Specific details will be provided upon request or booking confirmation

Repayments of any refundable deposits will be made by Card refund or bank transfer subject to caravan being left in good order and dependent on details available - Card Refunds take 5-10 days from transfer and bank transfer takes 2 days from transfer unless account is faster pay.

I) Cancellation

a) The booking will be cancelled if:

i. the holding deposit is not received within 5 days of booking, Your Statutory rights are not affected - Cross distance purchases have 14 days to cancel from date of booking at No charge, unless your holiday commences during this time (Consumer Contract Regulations 2013).

ii. The Rental Charge is not received within between 6-8 weeks of the start of the holiday, or by prior arrangement - a minimum of 4-6 weeks prior to start date by agreement only.

b) After 14 days the deposit will not be refunded under any circumstances unless the caravan owner is unable to provide the caravan for the required period or is unable to provide mutually agreeable alternative date.

c) If cancelled by you before the holiday start date (Based on Full cost being paid).

ii. A partial refund against hire charge may be offered if the holiday is resold at the discretion of the owner as specified: (As stated, **Refunds against reselling of the hired dates only - If not resold, refund at owners discretion, All refunds are less the original £50.00 or other amount booking deposit**):

Cancellation 28 days or more - Full hire less deposit refund, all against re-selling the hire of the Caravan only

Cancellation 27-21 days before holiday start date. 50% retention - 50% refund against resale of dates only

Cancellation 20-14 days before holiday start date 75% retention - 25% refund against resale of dates only

Cancellation 13 days before holiday start date 100% retention - 0% refund

Cancellation of Non Refundable offer price 100% retention - 0% refund

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 if your chosen park is closed in the interests of health and safety. If you cannot travel on the day to your chosen park due to adverse weather, we will do our best to move your booking to an alternative date and/or different park, but refunds will not be provided. We recommend taking out appropriate insurance.

Any amounts can be applied to an alternative date agreed by both parties, No refund will be given against a reduced price booking and full payment only will be applied to alternate dates, where alternate dates requested are advertised at higher cost, the balance of the booking will become immediately due - Payable in 1 working day.

** Damage waiver deposits will be refunded on any cancellation without dispute including Non-refundable bookings

J) Arrival and Departure

a) You MUST NOT arrive before the time stated by the caravan owner, At discretion.

You will be denied access to the caravan if you arrive early.

b) You MUST vacate the caravan before the checkout time stated on booking - Usually 10am, or by written agreement.

Your deposit may be used to compensate the next guests, if you leave late.

c) Keys will be available as advised by the caravan owner, Collection from key safe or site reception as advised.

You be liable for the costs of replacing the Locks and all Key Sets if the keys are lost, £75.00 or final cost whichever greater.

d) The caravan owner will not be responsible if you cut your holiday short, unless caused by problems with the caravan that cause the caravan to be inhabitable and that the owner has not been able to rectify, or that the owner has made an attempt to/arranged to rectify during your stay - We must be allowed 48 hours to try to resolve any issues, we reserve the right of "force majeure" in circumstances beyond our control.

K) The Condition and Contents of the Caravan

a) NO Smoking at any time, of any kind inside the

caravan. b) Use of drugs is forbidden - Prescribed or

otherwise.

c) NO Property of any kind is to be removed from the caravan, Full inventory taken.

d) NO guest pets have been allowed into the caravan, the reporting of such will result in charge/eviction.

ii). Owners family pets may have been allowed into the caravan at any point and these are fully vet checked.

www.seashorecaravan.co.uk or any owner thereof are not liable for any allergies or illness suffered whilst staying in the hired caravan, Strictly No guest pets are allowed.

iii). All caravans are periodically cleaned in full including carpets and furniture.

e) Safety equipment, such as Smoke Alarms or Fire Extinguishers must not be tampered with, including removal of batteries.

f) All rooms must be left in the same clean, tidy condition as they were found

in. g) You are responsible for the security of the caravan during your booking.

ii. All Windows and Doors must be locked securely when you are not in the caravan.

Breach of any of these rules/terms will result in eviction from the site, loss of deposit and further Legal action if necessary.

h) Where the caravan is deemed unfit for purpose, we reserve the right to transfer your booking to more appropriate dwellings.

L) Use of Equipment in the Caravan

a) You are agreeing to the safe use of all equipment in the caravan

b) The holiday is self-catering so you will need to provide all your own food, Cooking facilities provided.

** It is at the discretion of the owner whether a welcome pack is provided.*

c) All utilities (Gas, Water & Electricity) are included in the overall cost, on a fair-use basis and the owner has maintained and had all checks performed on all appliances as required by the site rules.

In the event of excessive use, such as leaving heating on all the time, without the owner's consent, you may be charged an excess to cover the additional charges incurred by the owner for additional gas, site reset fees, etc. It is possible that using too many electrical devices at once may short the circuit please turn off items not in use.

d) If you are unsure how to use any of the equipment provided then contact the owner or site reception immediately. Do not attempt to use anything that you are unsure about.

e) The caravan owner will not be considered liable for any injury caused by improper use of any equipment

f) Faulty equipment must be reported immediately. You must not use any equipment you do not consider to be in a perfect condition, all equipment is periodically checked and replaced where deemed necessary.

g) Any claims of injury must be reported immediately, the caravan owner has taken all steps to ensure your safety and will not be responsible for injury caused through actions of your own fault.

h) Claims will be thoroughly investigated and prosecution may be sought in the event of fraud - We recommend your own holiday insurance for such incidents.

i) All safety apparatus including fire extinguishers are checked and replaced accordingly, In the event of misuse charges apply

ii) Bookings are made under English law and all health & safety recommendations are adhered to.

M) Behaviour

a) You have a duty of care towards other site guests and as such must not cause nuisance either verbally or by excessive music, etc.

b) Whilst alcohol is permitted, it is expected that all guests conduct themselves in a proper manner at all times and remain civil towards the other guests and other site users, including property.

c) Children must be kept under control at all times. This includes whilst in the caravan or whilst using and services provided by the caravan site, please refrain from ball games both in and close to the caravans to avoid accidental damage, use amenities provided.

d) In the event that family dogs have been allowed, they must be kept on a lead at all times, whilst on the caravan site. They must not cause distress to any other persons on the site however it is our intention to keep

our caravans guest pet free in the short term but all advertised are used caravans and we are not liable for previous owners.

* Owners who sublet through www.seashorecaravan.co.uk or www.seashore-holidays.co.uk may have allowed family pets at any point - These are family holiday homes and no restriction is placed on the owners to ensure that the caravan has been entirely pet free - Please note this when booking in case of allergies.

Breach of any of these rules will result in eviction from the site, loss of deposit and further legal action if necessary.

N) Vehicles

a) You leave your vehicle and contents on site at your own risk. Neither the caravan owner, nor the caravan site, will accept responsibility for damage or loss, unless by their negligence.

b) The caravan site speed limit must be respected at all times

c) All drivers must hold a Valid Driving Licence, Insurance, MOT and Road Tax

d) Parking on-site should be in the allocated areas only, 2 cars maximum alongside caravan.

e) You may be asked at any point to provide your car registration to site security

O) Damage to/Loss of Property (The Caravan and/or it's contents):

a) Please report any accidents, losses or damages caused by you or your party as soon as possible to enable us to respond to the circumstances. Smaller items may be replaced by yourselves:

Item(s) must be 'like for like' or part or all your deposit may be kept to cover,

Or

Contribute to replacement costs, Costs exceeding your damage deposit will be requested.

b) Where the damage exceeds the deposit then necessary action will be taken to seek full compensation, which may include additional legal charges and expenses incurred.

c) In the event that you are not happy with the response from the owner then you must seek legal advice, as this will protect the rights of both you and the caravan owner.

d) Damage to third parties property will be payable by you and where requested we will provide details of all guests named, we will contact you to advise that this information has been requested from us.

P) Problems with your accommodation

a) You must report any problems immediately, to the caravan owner, sending photos where possible. b)

You must give the caravan owner a fair and reasonable opportunity to rectify problems (48 Hours to respond or offer suitable compensation).

c) In the event that you are not happy with the response from the owner then you must seek legal advice, as this will protect the rights of both you and the caravan owner.

d) You must not make comments, or post photographs or videos in any public domain, such as Facebook or Twitter, as any such action could be considered defamatory and leave you at risk of prosecution.

ii. Even posting on your own private pages is not recommended as anyone can copy and share without your permission.

Q) Public Liability Insurance

- a) Names and Ages of all persons staying in the caravan are required to validate insurance
- b) Only named persons may stay in the caravan otherwise any insurance claims will be invalid
- c) Changes to approved guests may be made at the discretion of the caravan owner
- d) Non-approved guests will be denied access to the caravan or if they have been given access all guests will be asked to vacate the caravan immediately, as this voids any insurance

R) Private Insurance

- a) The owner's Public Liability Insurance only gives very limited protection.
- b) Your home insurance may cover you and your belongings whilst you are on holiday. It is unlikely to cover: Accidents, Medical Expenses or Losses due to delays or cancellation.
 - ii. We strongly recommend that you take out Holiday Insurance to cover these exemptions. These policies are available quite cheaply from most insurance brokers - . [Check Holiday Insurance now](#)
 - iii. Seashore caravan or any owner thereof accepts no liability claims for personal accidents or injury whilst onsite or using the park facilities, including those where medical advice has been sought, any claims made would need to be through Bourne Leisure.

S) Eviction from the Caravan

- a) You will be evicted from the Caravan, by the caravan owner, caravan site management, Park security (where applicable) and your damage deposit/payment will not be refunded in the event of, but not limited to:
 - i. Unreasonable behavior by any of your guests
 - ii. Additional, unregistered guests being found in the caravan
 - iii. Smoking in or malicious damage to the caravan or any of its contents
 - iv. Pets being taken into the Caravan
 - v. Will damage to property or persons

Eviction: Please vacate the caravan as calmly as possible to avoid further instances of breaching these terms.

T) The Caravan Site

- a) The caravan owner is not responsible for any of the services and facilities provided by the caravan site.
- b) The site owners may vary services and facilities at short notice.
- c) You should visit the website for full site details and make a note of their complaint's procedures if you have any problems with anything they offer or fail to provide. This includes site wide power loss, closure of entertainment areas etc.
- d) You are bound by the rules of the caravan site during your stay.
 - ii. These can be obtained from their website or from Reception upon arrival.

U) Disputes and Harassment

- a) In the event of disputes then a third party may be consulted in order to resolve matters
- b) Repeated/abusive telephone calls, text messages, written correspondence or other contact will not be tolerated - Any such action will be considered harassment is legally actionable.

c) By agreeing to these terms you will not threaten legal action in the event that the deposit is not returned due to any breach of these rules.

d) You will be liable for any additional costs incurred as a result of any breach of these rules or damage to any third party property through dispute

e) English law applies to all bookings.

V) Blacklisting

a) In the event of non-payment, late departure, damage or breach of any conditions then future bookings may be rejected by us and other caravan owners.

b) We subscribe to third party websites that have a register of Blacklisted clients, We check all bookings against this register and likewise should we experience a breach in the above conditions we report said parties, without prejudice - You have the right to dispute this with the website applicable.

W) Offers and Promotions

1) Customers will only qualify for the promotion by taking certain actions (e.g. caravan booking selection, or entering promotional code to receive another product for free or at a discounted price) as outlined on the relevant landing page.

- I. The Offer only applies to all Qualifying Items and Promotional Items, as applicable.
- II. The Offer only applies to items sold by Seashore Caravan at the website www.seashorecaravan.co.uk (the "Website").
- III. If you cancel your order for a Qualifying or a Promotional Item, the Offer will cease to apply.
- IV. Seashore Caravan reserves the right to charge you (using the payment method you used for the original order and without further notice) for the discount or the Promotional Item you received as part of the offer.
- V. If this Offer is a fixed price offer, the stated fixed price is payable by you, wherever you are located and irrespective of your VAT status.
- VI. Unless otherwise specified on the landing page of the relevant promotion, the Offer may not be used on pre-existing orders or in conjunction with any other offer.
- VII. The Offer is subject to availability and may be withdrawn or amended without notice. The Offer has no cash alternative.
- VIII. Seashore Caravans Terms and Conditions of Use and Sale apply.

Signed on behalf of Seashorecaravan.co.uk, your electronic signature/mark on booking is entering agreement to hire and you acknowledge you have read and understand these terms herein.

X

Lisa MCGouldrick
Owner

G.Pollard
Owner

