



LULWORTH  
... DORSET ...

# Terms & Conditions

## 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

We aim to provide Terms and Conditions which are easily understandable. If there is any term that you do not understand, then please discuss it with us before making a Booking.

## 1. Definitions

1.1. When the following words are used in these terms and conditions, this is what they will mean:

1.1.1. Accommodation means the accommodation that we are providing to you as set out in the booking.

1.1.2. Booking means your request to use the accommodation;

1.1.3. Confirmation of booking means our acceptance of your booking;

1.1.4. Park means Durdle Door Holiday Park;

1.1.5. Park rules mean the rules of conduct and practice issued by us from time to time and apply to the use of the park and accommodation in general (a copy of the park rules currently in force can be found in the park reception, on our website and within your arrival pack);

1.1.6. Terms and conditions mean the terms and conditions set out in this document;

1.1.7. You and your means the person or person who made the booking;

1.1.8. We/Our/Us means Weld 1994 Settlement, trading as Lulworth Holidays.

1.2. Any reference to paragraphs is regarding paragraphs in these terms and conditions.

1.3. When we use the words 'writing' or 'written' in these Terms and Conditions, this will include e-mail unless we say otherwise.



## 2. Our Contract with You

- 2.1. These are the terms and conditions on which we will supply the accommodation to you.
- 2.2. When you submit your booking to us this does not mean we have accepted your booking. The booking will not come into force until you have received a confirmation of booking from us.
- 2.3. You are responsible for checking that the details of your confirmation of booking are correct. If any details in your confirmation of booking are incorrect, you are responsible for notifying us of this as soon as possible.
- 2.4. You must be at least 18 years old at the time of making the booking.
- 2.5. We reserve the right to refuse any booking. If we are unable to supply you with the accommodation, we will inform you of this and we will not process the booking.

## 3. Paying for the Accommodation

3.1. For bookings made more than 30 days in advance of your arrival date, you must pay a deposit. The remaining balance must be paid at least 30 days before the start of your booking. Required deposits are as follows:

- Holiday Homes £100 or £200 for high season bookings
- Skylight Cabins £100 or £200 for high season bookings
- Cottages 25% of booking value
- Touring and camping 50% of booking value
- Camping Pods 50% of booking value

3.2. For bookings made less than 30 days in advance of your arrival date, you must pay the total cost of your holiday at the time of making the booking.

3.3. Payment can be made in any of the following ways:

- 3.3.1. Credit card;
- 3.3.2. Debit card;
- 3.3.3. Cheque; or
- 3.3.4. Cash.

3.4. If you do not pay the total amount of the booking by the date it falls due, we will write to you with a reminder. If you fail to make payment of the total amount of the booking within 14 days of the date of the reminder, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and the cancellation charges set out in paragraph 6.2 will apply.



## 4. Pricing of Our Accommodation

4.1. Once you have made your booking, its price will not be subject to any change.

4.2. It is always possible that, despite our best efforts, our holidays may be incorrectly priced. If we accept your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as incorrect, we may end the contract and refund you any sums you have paid.

## 5. Occupiers of the Accommodation

5.1. At the time of making your booking, you must provide us with the name and address of the lead customer intending to occupy the accommodation for the duration of your booking.

5.2. You are responsible for the behaviour of all persons in your booking and any visiting guests, including any children, and for ensuring they comply with these terms and conditions and the park rules.

5.3. You must ensure that any children in 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.

## 6. When You May Cancel Your Booking

**6.1. Postponement and Cancellation - Covid 19:** 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. The rights in this clause are additional to any other rights either of us may have in our terms and conditions.

We promise to keep 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.

Either of us has the right to cancel your holiday, or any unused days, if the law prevents you from visiting or staying with us (i.e. if notified of the need to self-isolate). We require proof of this (NHS certificate) to process these amendments. 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 such as cleaning costs, pre-booked birthday cakes, etc.). If your holiday has started, then we will refund in full any days unused when we cancel, again less any direct costs. We will not charge an administration fee.

Either of us also has the right to cancel your holiday, or any unused days, if Government travel restrictions mean that you should not visit or stay with us, even if the law still allows you to do so. We require proof of address (driving licence or utility bill) to process these amendments. 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 days unused when we cancel, less any direct costs.

For any other reasons for cancellation or postponement please see the following terms and conditions. We advise taking out adequate holiday insurance at the time of booking.

6.1.1. We may make reasonable changes to the facilities and services at the park and cottages 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. If we make changes to the facilities and services at the park and cottages 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 days unused when we cancel. We will not charge an administration fee and we will not deduct any direct costs.

6.2. You may cancel your booking at any time. Cancellation will be effective on the date it is received by us.

Deposits are non-refundable. If you cancel your booking we shall only be liable to refund you a percentage of the total price of your booking, including extras, minus the required deposit (see 3.1). The percentage we agree to refund you is dependent on how close your cancellation is to the start of your booking. The amount of any refund due therefore decreases as your arrival date approaches.

6.2.2. If you have paid any more than the required deposit **prior to one month** before your holiday commences, you will be refunded the booking value, minus the required original deposit.

6.2.3. Notice of cancellation received **between one week and one month** before your arrival date: 25% of booking value minus deposit will be refunded. (i.e. booking total minus deposit x 25%.)

6.2.4. Notice of cancellation received **one week or less** before your arrival date: 0% refund due.

6.3. Your booking is nontransferable. Any amendments to dates will be treated first as a cancellation.

6.4. If you decide to vacate the Accommodation before your date of departure, for any reason other than as a result of us breaching our obligations under these Terms and Conditions or our negligence, we are not liable to offer you a refund.

## 7. When We May Cancel Your Booking

7.1. If you are in serious breach of your obligations under these terms and conditions and/or park rules and the breach is not capable of being remedied, we may give you reasonable notice to cancel your booking.

7.2. If you are in breach of any of your obligations under these terms and conditions and/or park rules which is capable of being remedied we may write giving you warning, specifying the breach and asking you to remedy within a reasonable and specified period of 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 to you to cancel your booking.

7.3. Where we cancel your booking under paragraphs 7.1 and 7.2 of these terms and conditions, we shall only be liable to refund you on the same scale set out in paragraph 6.2.

7.4. If we have to cancel your booking as a result of any cause beyond our reasonable control, we will only be liable to pay you any sums which you have already paid to us under these terms and conditions.

## 8. Arrival & Departure

8.1. You must check in according to your pre-arrival information email upon arrival.

8.2. Your accommodation should be available from: 8.2.1. 4:00pm for holiday cottages, holiday homes, skylight cabins and camping pods; and 8.2.2. 12:00pm for touring and camping pitches.

8.3. You must arrive before 10:00pm. If you have booked a holiday home, you will only be permitted to enter the Park after 10:00pm by prior arrangement with us. If you have booked a touring pitch you will not be permitted to arrive after 10:00pm.

8.4. You must vacate the accommodation and return any accommodation keys to the appropriate place no later than 10:00am on your day of departure.

## 9. Accommodation

9.1. We cannot guarantee you a specific holiday home or pitch but will provide accommodation of the type specified in your booking.

9.2. 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 date of departure.

9.3. If you discover that anything in the accommodation is missing or damaged on arrival, please notify us straight away by contacting the park reception on 01929 400200 or by going to the park reception itself.

9.4. You will be responsible for the cost of any damage you or a member of your booking cause to the accommodation and, where applicable, its contents.

## 10. Holiday Behaviour Standards

10.1. By making a booking with us, you have entered an agreement in which you undertake on behalf of yourself and the members of your booking (including children), to adopt the following standards of behaviour:

10.1.1. To act in a courteous and considerate manner towards us, our staff and other guests; and

10.1.2. To supervise children properly so that they are not a nuisance or danger to themselves or others.

10.2. You further agree that you will not:

10.2.1. Commit any criminal offence at the park or undertake any criminal activity;

10.2.2. Commit any acts of vandalism or nuisance;

10.2.3. Keep or carry any firearm or any other weapon at the park;

10.2.4. Use any unlawful drugs;

10.2.5. Create any undue noise or disturbance;

10.2.6. Carry on any trade or business while on the park; or

10.2.7. Permit anyone who is to your knowledge on the Violent and Sex Offenders Register (or any register that succeeds it) to use or visit the accommodation.

10.3. You should respect the privacy of other users of the park and keep noise to a minimum between the hours of 11:00pm and 8:00am.

10.4. We are entitled to eject anyone from the park or cottages who acts in a manner likely to cause significant upset or significantly annoy other users of the park, cottages or our staff or who is guilty of a criminal offence.

10.5. In the event of serious or persistent misconduct by you or any person in your party, we will follow the relevant notice procedures in paragraphs 7.1 and 7.2.

## 11. Pets

11.1. You must not bring any pets or animals when you visit the park except the following:

11.1.1. Not more than 2 dogs(s) (other than any of the breeds subject to the Dangerous Dogs Act 1991).

11.2. If you intend to bring a dog you must tell us at the time of booking. Dogs are charged at £3 each per night on the Park or £25 per booking for cottages. Dogs are only permitted in certain accommodation. As such, we will need this information so that appropriate accommodation can be reserved for you.

11.3. If you fail to comply with paragraph 11.2, 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.

11.4. If you are staying in a holiday home, you must keep your dog off any furniture and beds.

11.5. You must not leave your dog unattended in the accommodation or any vehicle at any time.

11.6. You must keep your dog on a lead at all times and it must be kept under proper control.

11.7. You are responsible for any injury or damage your dog causes whilst on the park.

11.8. You must clean up if your dog defecates on the park. We have provided doggy bins throughout the park.

11.9. Nothing in these terms and conditions prevents you from bringing an assistance dog to the park 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.

## 12. Vehicles

12.1. You must not park more than one vehicle on the park per booking without prior agreement. There will be an extra charge of £5 per night for each additional car.

12.2. You must drive all vehicles on the park carefully and within the speed limit of 10mph.

12.3. You must hold a current driving licence and be insured to drive any vehicles you use on the park. You must also ensure that any vehicle you drive on the park is taxed, insured and has a valid MOT certificate in accordance with the requirements of law and is in a roadworthy condition.

## 13. General



13.1. You must not play any ball games in the camping areas or between holiday homes.

13.2. If you have booked a touring pitch you must ensure that you pitch any touring caravan, campervan, tent or similar accommodation a safe distance from any neighbouring touring caravan, campervan, tent or similar accommodation. A distance will be considered safe if it is at least 6 metres away from any neighbouring touring caravan, campervan tent, or similar accommodation.

13.3. You must not dispose of waste water onto the ground.

13.4. You must not have external fires, including incinerators, however you are at liberty to have a barbecue providing it is suitably supervised by an adult.

13.5. You are responsible for the disposal of all waste in the bins provided at the park. You must not deposit any waste or rubbish, other than in the bins provided, on any part of the park.

13.6. You must not smoke in the holiday homes or in any of the park's buildings.

## 14. Our Liability to You

14.1. If we fail to comply with these terms and conditions or are negligent, we are responsible for loss or damage you suffer as a foreseeable result of our breach or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

14.2. We do not exclude or limit, in any way, our liability for:

14.2.1. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or

14.2.2. Fraud or fraudulent misrepresentation.

## 15. Complaints

15.1. Sometimes things may go wrong. If you have a problem please tell the park reception straight away and we will do all we can to resolve the matter to your satisfaction.

15.2. As a consumer, you have legal rights in relation to your booking. Advice about those rights is available from Citizens' Advice Bureau or Trading Standards. Nothing in these terms and conditions will affect these rights.

## 16. How We May Use Your Personal Information

16.1. We will use the personal information you provide to us to: 16.1.1. Provide the accommodation;

16.1.2. Process your payment to us; and

16.1.3 Inform you about similar accommodation, offers or products that we provide but you may stop receiving this information at any time by contacting us.

16.2 We will not give your personal data to any third party unless the law requires us to do so.