

CLIFF LAKES CAMPING T&C 2019

How these terms and conditions apply to our contract.

We consider these terms and conditions (the "Terms") and our prices to set out the entire agreement between you and us for the supply of our services to you. Only these terms shall apply to our contract with you.

Please check that the details in these terms and conditions and your Booking Request are complete and accurate before you commit yourself to the contract.

If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we can only accept responsibility for statements and representations made in writing by our authorised employees and agents.

Please ensure that you read and understand these Terms before you submit your Booking Request. You may only request a booking if you agree to these Terms. By submitting a Booking Request, you are deemed to have accepted these terms. This does not affect your statutory rights as a consumer.

Camping at Kingsbury Watersports LTD (referred to as "Cliff Lakes /we/our/us") sells camping and caravanning holidays via www.Cliffcakes.com (the "Website"), via its reception, via email requests, via postal requests. Any person wishing to make a booking via any of these methods (referred to as "you/your") acknowledges that such booking is made subject to these Terms.

We reserve the right to change these Terms at any time. Any such changes will take effect immediately when posted on the Website, on Site, or otherwise brought to your attention. It is your responsibility to read the Terms each time you submit a Booking Request and any such request shall signify that you have accepted to be bound by the latest set of Terms. A copy of the latest set of Terms is available on the Website and upon request.

In addition to these Terms, there may be specific rules and regulations that apply to individual sites.

Making a Booking

You can book via calling 01827 875860. Please have details of all party members when making a booking. Please check your confirmation as we cannot be held responsible for errors in information provided at the time of booking.

You will be required to provide your vehicle registration which will be added to our ANPR system, additional vehicles will be charged at the normal car parking fees.

Bookings are not transferable to another party.

When making a booking you agree that you or at least one member of your party is eighteen years or over and is a family party, we do not allow stag or hen parties you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions and you agree to be responsible for any loss or damage caused by any member of your party or animal accompanying you.

Advance bookings always required our office hours are 12:00 until 19:00 you will not be allowed to pitch after this time.

Subject to availability, one-night bookings may be taken during any season when made directly on arrival on site and not booked in advance.

For groups, the names of all the adults in the party need to be provided at the time of booking. Failure to provide all the names may lead to the booking being cancelled or the Site Manager refusing entry to the site.

On all of our sites, the maximum stay allowed is 28 days, after which time your pitch must be vacated for 24 hours before you can return to the same site. This limit may be less at certain times at our discretion.

All sites are to be used for recreational camping only.

Prices.

The prices advertised are accurate at the time of booking. Prices can move up or down and Camping at Kingsbury Watersports LTD reserve the right to do so. Customers are advised to check the website for the most up to date information including our latest promotions, deals and discounts. Although prices may vary from time-to-time, the price payable is the price confirmed at the time of booking.

The prices are based on a daily rate unless otherwise stated.

Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time prior to payment of the final balance.

Prices do not include any additional services, features and facilities unless expressly stated.

Pitch prices are for four people. Extra adults and children (aged 2-16 years old) can be added to your booking up to a maximum of six people on one pitch unless the Site Manager allows up to nine people on one pitch with a suitably sized camping unit to accommodate that number of people. Children under two years old go free, however, they do count as part of the party for all other purposes. For parties larger than six people, multiple pitches must be booked. To accommodate more than six people on a pitch prior permission of the site-manager or the organisation is required.

Group bookings of over five units may be accepted, please call for details.

Pitch Extras – These include pup tents, gazebos (of no larger than 3m x 3m), double awnings (of no larger than the width or length of your caravan), large trailers (over 1.20m) and an additional car. Kingsbury Watersports LTD allows you to book one extra per pitch, subject to conditions. The unit and all pitch extras must fit within the boundary of the pitch booked either 8m x 5m or on an XL pitch. If the unit and all extras exceed the pitch boundary an additional pitch must be paid for. Prices for pitch extras are set out on our web site. Pitch extras must be paid for at the time of booking as we cannot guarantee that there will be space. Site managers reserve the right to ask you to remove any windbreaks or gazebos. Individual site rules may apply.

Pup Tents – Pup tents are a charge of £5 and must be no larger than 2m x 1.5m. Pup tents may only be used by up to two children from 9 years to 15 years and the tent must be erected in the boundary of the pitch of the accompanying unit. A pup tent can be in addition to a payable extra as long as all ancillary units fit within the pitch boundary.

Gazebos – Gazebos up to 3m x 3m are classed as a pitch extra and are charged at a rate of £5 per night. Gazebos must be pre-booked on all occasions. Bookings of two Gazebos or Event Tents (a Gazebo over 3m x 3m) will incur a full pitch price charge. All Event Tents are subject to site manager approval regardless of whether or not they are pre-booked.

Visitors – Kingsbury Watersports LTD are happy to accommodate up to four visitors per pitch per day. Should you wish to have more than four visitors you must ask the site managers permission and it is at their discretion although permission will not be unreasonably withheld. All day visitors should report to the on-site reception and car parking charges will apply

It is essential, for security and health and safety, that visitors report to the reception on arrival. Entry to the site and parking onsite will be at the site manager's discretion. Visitors are required to leave the site by 10:30 pm or whenever the site barriers are closed for the night, whichever is the earlier.

Payment

Payment for bookings can be made by Cash, Credit or Debit Card. Unfortunately, we cannot accept payment by cheque in advance or onsite.

The full cost of the holiday is payable at the time of booking and is non-refundable.

All sites accept cash, Credit and Debit Cards (except for American Express Cards).

Services, Features and Facilities

Drinking water, basic washing up station, Elson point, rubbish disposal, dog poo bins, toilets, bar, café and water activities.

You use these services, features and facilities at your own risk and Kingsbury Watersports LTD shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by third parties.

All information on the Website regarding prices is accurate as at the time of publication but may be subject to change.

Pitches and Units

The price of your unit is as detailed at the time of booking onsite or by calling 01827875860.

Unit – A standard unit is a tent, trailer tent, caravan, campervan or motorhome and one car up to a maximum of 8m x 5m, inclusive of guy ropes. (A motorhome may tow a car with an A-Frame; however, transporting the car on a trailer will deem the trailer to be a pitch extra). A trailer as a pitch extra is charged at £5 per day.

XL Unit – As a guide, any unit designed to sleep more than 6 will not fit on a standard pitch. Customers with a tent, caravan, motorhome etc. designed to sleep more than 6 are recommended to book an XL pitch irrespective if the intended party size is less than 6. If your unit with any extras when pitched exceeds 8m x 5m the site may ask you to pay for an XL pitch.

Any unit which exceeds 10.5m x 7.25m must be booked directly with the site to be certain that the unit can be accommodated.

Standard Pitch – An undefined pitch to station your Unit on. The cost of the pitch includes the first two people in the party. This does not include electric hook-up. Space for one single attached awning or one toilet tent or a small trailer is also included in the two-person pitch price. One car (or motorbike) may accompany all units on the pitch. Additional cars (or motorbikes) will be charged as per the car parking charges. These won't be directly situated on the pitch.

Select Pitch – Prime location pitch, specially selected position on the campsite.

Vehicle Conversions

Sleeping in cars or vans are not permitted unless the vehicle has side windows and a specially designed internal sleeping accommodation, such as fully reclining seats. A tent attachment for clothes changing purposes must be erected whenever a car/van is being used for sleeping purposes. Any windows in such units should have adequate curtains or blinds to ensure privacy. If you are in any doubt whether your vehicle will be allowed on our sites, please contact us with photos of your conversion for approval (email: info@cliffcakes.com)

Sites have a duty of care to ensure units are safe to sleep in prior to allowing on site and may request to check for adequate ventilation of gas and battery installations.

Sign written towing vehicles are permitted on site provided campers are not trading or working from the site, however you may be asked to park your vehicle away from the pitch.

We do not allow horse boxes or ladders to be present on your pitch.

Cancellation and changes to your booking

If you cancel your holiday at any point after booking you will lose any money already paid.

If you leave site early for any reason Kingsbury Watersports LTD will not issue any refund for unused camping nights.

Unfortunately, in an emergency circumstance, Kingsbury Watersports LTD may have to cancel your booking. In these circumstances, we will offer you a full refund of any fees. No other compensation is available.

If you want to amend your booking, you must notify Kingsbury Watersports LTD as soon as possible. Subject to availability, amendments to your booking can be made up to three days before your arrival at the Site. Amendments to bookings are subject to availability.

Arrival and Departure

It is important that you report to the Reception on arrival, before pitching to obtain your camping pass.

Arrival times onsite are between midday and 7 pm

All bookings must be made in advance and your pitch will be held until 7 pm on the day of your arrival, after which it will be put up for resale and your booking treated as a cancellation with your monies retained.

Pitches must be vacated by 12.00 on the day of departure unless otherwise agreed with the Site Team.

Management and Behaviour onsite

Our Site Managers and their teams are fully empowered in all aspects of Site operation and management. Kingsbury Watersports LTD fully supports its Site Managers and teams in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request, you agree that you and your party will at all times comply with the requests of the Site Managers and their teams.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Site.

There is NO adult, child or dog to swim or enter into the lake or fishing in the lake at any time, (unless a pre-booked activity) your party will be removed from the site and no monies will be refunded.

Any wilful damage to the Site or any other Cliff Lakes property will result in you being asked to immediately leave the Site. If you are asked to leave under these circumstances, no monies will be refunded.

Our customers visit our Sites to enjoy the peace and tranquillity of lake life. If anyone does not respect this, the Site Manager and their team reserve the right to refuse them admission or ask them to leave the site at any time (this includes but is not limited to, excessive noise, wilful damage to the Site or other people's property and abuse of our staff). If you are asked to leave under these circumstances, no monies will be refunded.

To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:30 pm. No music is allowed on site after 10.30pm. No driving allowed on site after 10:30 pm.

To protect our fields, the burning of wood is strictly prohibited. Charcoal only BBQs are allowed, providing they are raised off the ground. BBQs must be extinguished by 10.30pm. Open fires, fire pits and rope swings are also prohibited. No structures can be tied or secured to trees or vegetation. Any structures that are or are judged to be causing damage to the site will be taken down or removed. The site team reserve the right to do so without prior consent and wholly at the site teams' discretion.

Dogs are welcome on our campsites. Dogs must always be kept on leads and any fouling must be collected and disposed of. A maximum of three dogs per pitch is permitted onsite. If there is an incident on site involving your dog please note that you may be asked to leave the site immediately.

Complaints

We want you to have an enjoyable holiday. Should you have cause for complaint, please contact our Reception immediately who will try to resolve your complaint and advise you of our complaints procedure.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it onsite, we may not be able to deal with any complaint on your return and your rights to claim may have been reduced or forfeited.

If at the end of your stay with us, you feel we have not dealt with your complaint satisfactorily, we ask that the main booker submits a written complaint within 28 days of your return home to info@clifflakes.com.

Information about you

At times we may request that you voluntarily supply us with personal information. Generally, this information is requested when you request information and/or services from us. We may gather and use information about you in the following ways:

We will use your personal information and information we obtain from other sources for administration and customer services, for marketing, to deliver our services to you, to analyse your purchasing preferences and to ensure that the content, services and advertising that we offer are tailored to your needs and interests.

We intend to continue improving the content and function of our Website. For this reason, we monitor customer traffic patterns and Website usage to help us improve the design and layout of our website and provide content that is of interest to you.

By providing us with your personal information you consent to our processing your personal data for the above purposes. We will only use the information that you provide to us for the purposes contemplated in these Terms, informing you about similar services which we provide (unless you tell us that you do not want to receive this information) and improving the services which we offer to customers.

If you do not wish to receive marketing information from us please indicate this on registration or contact us using the details below.

We employ security measures to protect your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We may retain your personal information after we have ceased using it for the purposes set out in these Terms, or for as long as the law requires.

You are entitled to obtain details of the information that we hold about you (for which we may charge a small fee). You may also ask us to make changes to the information we hold about you or your marketing preferences to ensure that it is accurate and kept up to date. If you wish to do this, please send an email to info@clifflakes.com.

Liability

Please read this section as it is important that you understand what you are agreeing to

Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or
- Any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- Losses for which it is prohibited in Section 7 of the Consumer Protection Act 1987 to limit liability; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to the above, we shall not be responsible for any:

- Loss of income or revenue;
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than to refund the amount paid by you for the holiday.

As our Site is located in a rural environment, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

Kingsbury Watersports LTD does not accept responsibility for anything that adversely affects your holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that Kingsbury Watersports LTD could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. Kingsbury Watersports LTD will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to you for any losses caused by a Force Majeure event.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by Kingsbury Watersports LTD. Links to other services not operated by Kingsbury Watersports LTD are provided solely for your convenience. Kingsbury Watersports LTD accepts no liability for any products services or other information provided by third parties.

Other Important Information

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogue, or brochures or on our Website, are issued or published solely to provide you with an approximate idea of our Site and services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any

waiver of a default by us does not mean that we will automatically waive any subsequent waive by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not a party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.

If you wish to contact Kingsbury Watersports LTD please use the following address: Cliff Lakes, Tamworth Road, Cliff Tamworth B78 2DL.