

# Booking information

## 1. Definitions

1.1 When the following words are used in these Terms and Conditions, this is what they will mean:

- (a) Accommodation: the accommodation that we are providing to you as set out in the Booking, including Apartments, Holiday Homes, Cottages, Touring and Camping pitches
- (b) Booking: your request to us for the Accommodation
- (c) Booking Confirmation: our acceptance of your Booking
- (d) Event Outside Our Control: as defined in clause 16.2
- (e) Park: Cofton Country Holidays Ltd, Starcross, Nr Dawlish, Devon EX6 8RP
- (f) Terms and Conditions: these Terms and any other terms or documents they refer to
- (g) We/our/us: Cofton Country Holidays Limited.

1.2 When we use the words "writing" or "written" in these Terms and Conditions, this will include email unless we say otherwise.

## 2. Changes to our Terms

2.1 The law and how we have to operate the Park may change from time to time. If this happens then we may need to update our Terms and Conditions. You will be able to find the latest version online at [www.coftonholidays.co.uk](http://www.coftonholidays.co.uk) or at our Park reception.

2.2 If we make any significant changes to our Terms and Conditions after you have requested a Booking which have a materially adverse effect on your Booking, we will give you the option to cancel with a full refund.

## 3. Our contract with you

3.1 When you submit a Booking to us via our website this does not mean that we have accepted it. We may or may not do so. Our acceptance of the Booking will take place as described in clause 3.2. If we are unable to supply you with the Accommodation, we will inform you of this and we will not accept the Booking and refund payments you have already made.

3.2 These Terms and Conditions will become binding on you and us when we send you a Booking Confirmation, at which point a contract will come into existence between you and us. Please check your Booking Confirmation carefully as soon as you receive it and inform us of any discrepancies. If any are our fault we will do our best to remedy the situation.

3.3 These Terms and Conditions apply whether you make a Booking via our website, by email, post, telephone or in person.

## 4. Price, payment and deposit

4.1 The price of the Accommodation will be set out at the time we confirm your Booking. Our prices may change at any time but price changes will not affect Bookings already confirmed with you.

4.2 These prices include VAT. If the rate of VAT changes between the date you submit your Booking and the date we send you a Booking Confirmation, we will adjust the rate of VAT that you pay unless you have already paid in full before the change in the rate of VAT takes effect.

4.3 When you make a Booking, we will ask you to pay the following deposit depending on the type of Accommodation:

- (a) Holiday Homes £80 per week of your stay or part thereof
- (b) Cottages and Apartments £100 per week of your stay or part thereof
- (c) Touring and tent pitches £50 per week of your stay or part thereof

4.4 The balance is due 42 days before the commencement of your holiday or immediately on receipt of a Booking Confirmation if your stay with us is to commence within 42 days of your Booking request or the total price of your Booking is less than the minimum deposit amount. We will not send you a reminder to pay.

4.5 If you do not pay when you are required to do so then we may cancel your Booking and retain your deposit.

4.6 If a cheque you provide is not valid and is returned by our bank we will charge you £15 to cover bank charges imposed on us and our cost of obtaining alternative payment from you.

4.7 Once your Booking is confirmed you are responsible for payment of the full amount.

## 5. Your rights to cancel

5.1 If you need to cancel your Booking, please contact us as soon as possible in writing.

5.2 You have the following rights to cancel a Booking for Accommodation:

- (a) you may cancel any Booking by contacting us in writing or by telephoning. We will then confirm your cancellation to you and refund payments you have made to us, less your deposit. The amount we will refund depends on how many days are left until the first day of your stay from the date which we receive notice from you that you wish to cancel:
  - More than 60 days - 100% of the price of your Booking
  - 29 to 59 days - 70% of the price of your Booking
  - 15 to 28 days - 50% of the price of your Booking
  - 14 days or less - none.

5.3 Once we have confirmed your Booking, you may cancel the contract at any time and receive a full refund of all the payments you have made to us by giving us notice if any of the following occur:

- (a) we break this contract in any material way and we do not correct or fix the situation within a reasonable period
- (b) we change these Terms and Conditions to your material disadvantage.

## 6. Changing your Booking

6.1 You may make a change to your Booking by contacting us prior to the start of your stay subject to availability. If you wish to change your Booking the following will apply:

- (a) if you wish to make a minor change to your Booking, such as changing the name of a member of your party or changing

to a different touring pitch of the same standard we will do our best to assist you and will not charge for this.

- (b) if you wish to make a major change to your Booking such as changing the dates of your holiday, the standard of accommodation or anything else that affects the price of your Booking we will charge you £20 to cover our administration costs incurred changing your Booking, updating our website and notifying our advertisers. You will also have to pay us the difference in price if the altered Booking is one for which we ordinarily charge an additional amount at the date we receive notice from you that you wish to change.
- (c) if you wish to make a major change to your Booking less than 28 days before the start of your holiday we will be unable to refund the difference in price if your altered Booking is one for which we ordinarily charge a lower price at the date we receive notice from you that you wish to change.

7. Cancellation

7.1 We may have to cancel a Booking due to the unavailability of key personnel or key facilities without which we cannot provide the Accommodation. If this happens:

- (a) we will promptly contact you to let you know
- (b) we may cancel your Booking and refund your payments, or offer alternative Accommodation and refund any payments for Accommodation not yet provided to you less the cost of alternative Accommodation
- (c) if we offer alternative Accommodation you may still choose to cancel your Booking and we will refund the payments you have made to us.

7.2 We may cancel the contract for Accommodation at any time with immediate effect if:

- (a) you do not pay us when you are supposed to
- (b) you are in breach of these Terms and Conditions in any other material way and you do not remedy the situation within a reasonable period after we ask you to.

8. Providing Accommodation

8.1 We will supply the Accommodation to you from the date set out in the Booking Confirmation, for the number of named individuals stated on the Booking Confirmation with any additional services that have been requested by you that are set out in the Booking Confirmation and which we are able to provide.

8.2 We will make every effort to provide the Accommodation. However, we may be unable to do so due to an Event Outside Our Control.

8.3 We will endeavour to supply a specific Touring or camping pitch on request but this cannot be guaranteed and we may supply a different pitch.

8.4 We may need certain information from you in order to provide the Accommodation, including but not limited to the following:

- (a) the number of people for whom the Booking is made, whether they are each under the age of 18 and their names
- (b) whether you wish to bring a dog
- (c) the number of vehicles you will bring
- (d) any special requirements, such as access.

8.5 If you do not, after being asked by us, provide us with this information, or if you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra items or work required or alternatively we may cancel your Booking. If you do not pay any additional charge, we may cancel your Booking.

8.6 We will seek recompense for any damage to park property caused by you or any member of your party.

8.7 All properties are non-smoking, we will seek recompense for extra cleaning or damage caused by smoking in or close to park accommodation.

9. Maximum number of guests and age restrictions

9.1 We do not accept Bookings from all male or all female groups of 3 or more people.

9.2 We do not accept Bookings from groups of 2 or more people under the age of 21.

9.3 The number of people staying in Accommodation must not exceed the maximum number of berths as shown when you request a Booking, this includes babies and children.

9.4 We require a lead named person for each Booking who is over the age of 18 and is responsible for ensuring that the number of people staying in the Accommodation does not exceed the maximum permitted.

9.5 If you breach this clause we may cancel your Booking without refund and require you to leave the Park.

10. Visitors

10.1 Visitors are required to comply with these Terms and Conditions and it is the responsibility of the person making the Booking to ensure they are aware of them before they enter the Park.

10.2 During peak times between May and September we may charge visitors a fee per day to enter the Park.

10.3 We may refuse to admit visitors during busy periods.

11. Checking in

11.1 Check in for Apartments, Holiday Homes or Cottages is from 4:00 pm on the first day of your stay.

11.2 Check in for Touring and Camping is from 11 am on first day of your stay.

12. Checking out

12.1 Check out for Apartments, Holiday Homes or Cottages is at 10 am on the date of departure.

12.2 Check out for Touring and Camping is at 11 am on the date of departure but you may check out later subject to availability and prior agreement from us and payment of an additional charge which we will provide when you ask.

Please read these Terms and Conditions carefully as together with your Confirmation of Booking and the information on our website and in our brochure they make up your agreement with us.

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.

If you require these Terms and Conditions or your Booking Confirmation in braille or large print then please ask and we are happy to provide them.

Cofton Country Holidays Limited aim to provide a relaxed holiday and we make as few Park rules as possible. Those that do exist are there for the benefit of all our guests and so we ask that you abide by them.

## 13. Accessibility

Please let us know at the time of Booking whether you require assistance with access. You may view our access statement here [www.coftonholidays.co.uk/experience-cofton/accessibility](http://www.coftonholidays.co.uk/experience-cofton/accessibility)

## 14. If there is a problem with the Accommodation or the Park

14.1 In the unlikely event that there is any problem with the Accommodation or the Park:

- (a) please tell us as soon as reasonably possible
- (b) please give us a reasonable opportunity to put it right
- (c) we will use every effort to repair or fix any defect as soon as reasonably practicable.

14.2 If any problem with the Accommodation or the Park which is our fault means we are obliged to cancel your Booking, we will refund payments made for Accommodation not yet provided to you.

14.3 As a consumer, you have legal rights in relation to this agreement. Advice about those rights is available from Citizens' Advice Bureau or Trading Standards. Nothing in these Terms and Conditions will affect these legal rights.

## 15. Our liability to you

15.1 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.

15.2 Unless we agree otherwise in writing, we only supply the Accommodation for private use. You agree not to use the Accommodation for any commercial purpose and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.3 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
- (b) fraud or fraudulent misrepresentation

## 16. Compensation

16.1 We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these Terms and Conditions caused by an Event Outside Our Control.

16.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

16.3 If an Event Outside Our Control affects the performance of our obligations under these Terms:

- (a) we will contact you as soon as reasonably possible to notify you

- (b) we may cancel your Booking and refund your payments, or provide to us less the cost of alternative accommodation
- (c) if the cost of the alternative accommodation is greater than the payments you owe us, you may cancel your Booking and we will refund any payments you have made to us.

## 17. Anti social behaviour and damage

17.1 If either prior to your stay or during your stay with us, your behaviour is antisocial or in our reasonable opinion is likely to spoil the enjoyment of the Park for others or cause damage to property or you behave aggressively or abusively towards our staff, you will be required to leave immediately in which event you will not be entitled to a refund.

## 18. Safety

18.1 Additional electric or gas heating appliances or stoves are not permitted in Holiday Homes, Cottages or Apartments.

18.2 Open fires or barbecues at ground level are not permitted.

18.3 Gazebos are not permitted between 26th May - 3rd June and 23rd July - 2nd September our prior permission. There is a charge for the use of Gazebos on the Park.

18.4 Please use the footpaths and roads provided and take extra care when walking on wet grass which may be slippery.

## 19. Bars

19.1 Persons under the age of 18 are not permitted to buy or drink alcohol on the Park.

19.2 Parents and guardians are responsible for ensuring that children and young people in their party do not consume alcohol on the Park.

19.3 Only alcohol purchased from the licensed premises is permitted in the bars on the Park.

## 20. Pets

20.1 Dogs are only permitted in our dog friendly Accommodation of which there is limited availability and on all our Touring and Camping pitches.

20.2 Dogs must not be left unattended on the Park at any time and must be kept on a short lead at all times.

20.3 Dogs must only be exercised on the Park in the designated dog walk area.

20.4 Dogs are not permitted in the following areas of the Park:

- (a) the main outdoor pool area
- (b) inside the leisure complex, encompassing The Warren Retreat, Arcade, Amelias Pantry and Indoor pool.
- (c) The Park Shop

20.5 Dog fouling must be cleaned up immediately.

20.6 Dogs are permitted in the Swan Pub, only registered assistance dogs are permitted in any other buildings on the Park.

20.7 We do not permit any other pets on the Park without our consent prior to your arrival at the Park.

20.8 If you fail to comply with this clause we may require you to leave immediately without a refund.

## 21. Cars

21.1 Car parking is provided for guests using Holiday Homes, Cottages and Apartments

21.2 One car parking space is provided for each Touring pitch. One additional car is permitted which must be parked in the car park for which there is a charge.

21.3 Commercial vehicles are not permitted on the Park.

21.4 Vehicles must not exceed the speed limit displayed on the Park.

21.5 Vehicles must only be driven by persons with a valid driving licence and insurance for the vehicle.

## 22. Coarse Fishing

22.1 Fishing permits must be purchased from the Park reception or fishing tackle shop prior to fishing.

22.2 Anglers over the age of 12 must be in possession of a valid Environment Agency rod licence while fishing.

22.3 Anglers must comply with the fishing rules available on our website here [www.coftonholidays.co.uk/coarse-fishing](http://www.coftonholidays.co.uk/coarse-fishing) at the Park reception or at the fishing tackle shop.

22.4 Anglers under the age of 18 must be accompanied by a responsible adult while fishing.

22.5 Fishing permits are not available to day visitors.

## 23. Swimming Pool

23.1 Anyone under the age of 14 must be accompanied by a responsible adult while using the swimming pools.

23.2 You must observe the swimming pool rules which are displayed at the swimming pools.

## 24. Internet Access

24.1 Wifi is available on the Park. We charge for the use of Wifi, our current charges are available from us on request.

24.2 There is a possibility that Wifi may not be available at all times for reasons beyond our control.

24.3 Our Wifi is only suitable for internet browsing and is not suitable for large downloads or streaming videos or music.

## 25. Lost Property

25.1 If you have left something at the Park which you want us to return to you then please contact us.

25.2 We will charge for the cost of delivery if you ask

25.3 We will keep lost property for 3 months after which it will be donated to charity.

## 26. Information about us and how to contact us

26.1 Cofton Country Holidays Limited is a company registered in England and Wales. Our company registered number is 05057836. Our registered office address is Cofton Country Holiday Park, Starcross, Dawlish, EX6 8RP. Our registered VAT number is GB 837 5957 74

26.2 If you have any questions or complaints please contact us. You can contact us by telephoning 01626 8901 11 or by using the contact us form on our website [www.coftonholidays.co.uk/contact-us](http://www.coftonholidays.co.uk/contact-us).

26.3 If you wish to contact us in writing, or if any clause in these Terms and Conditions requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by using the contact us form on our website [www.coftonholidays.co.uk/contact-us](http://www.coftonholidays.co.uk/contact-us), by hand, or by pre-paid post to Cofton Country Holiday Park, Starcross, Dawlish, EX6 8RP. We will confirm receipt of this by contacting you in writing.

26.4 If we have to contact you or give you notice in writing, we will do so by email, by hand, or by pre-paid post to the address you provide to us in the Booking.

## 27. How we may use your personal information

27.1 We will use the personal information you provide to us to:

- (a) provide the Accommodation
- (b) process your payment to us
- (c) inform you about similar Accommodation that we provide, but you may stop receiving this information at any time by contacting us.

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

## 28. Other important Terms

28.1 We may transfer our rights and obligations under these Terms and Conditions to another organisation and we will always notify you in writing if this happens but this will not affect your rights or our obligations under these Terms and Conditions.

28.2 You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing beforehand.

28.3 This contract is between you and us. No other person has the right to enforce any of its Terms.

28.4 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.

28.5 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these Terms and Conditions by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

28.6 These Terms and Conditions are governed by English law. You and we both agree to submit to the jurisdiction of the English courts.