

Causeway Coast and Glens Borough Council (referred to herein as "CC&GBC", "Council" "us") welcomes you to their Holiday & Leisure Park. This leaflet informs you about guidelines, rules and regulations to enhance your stay and promote respect with other Park users. The person making the reservation is responsible for ensuring the following points are adhered to and for the conduct of their party. These Park Rules and Regulations are attached to the online booking system and are also available at Reception. Following full payment for your booking you will receive confirmation from us: a contract exists when this confirmation has been sent to you.

Please check our confirmation carefully to ensure it reflects your wishes, and let us know of any differences at the earliest opportunity - within 24 hours if your holiday is to start within 14 days.

Your booking is personal to you, you cannot assign it or transfer it to anyone.

You as the person making the booking, will be responsible for all members of your party, including guests or visitors you invite onto the Park during your holiday. You must be at least 18 years old at the time of making the booking.

If you request a booking for more than two people, we may ask for evidence that you are a couple or from the same family.

Please note we reserve the right to refuse any booking.

The price you pay

Our prices include VAT.

Full payment of your holiday must be made at the time of booking.

Please ensure you book all the dates you need. We are not able to guarantee that we will be able to extend your holiday if you so wish to extend your stay with us.

Arriving at the Park

Please check in at Reception upon arrival. Your arrival is welcome between 2.00pm and 8.00pm (7.00pm from 30/9/25): only in exceptional circumstances and <u>by prior agreement</u>, will arrivals outside of these times be accommodated.

If you have not occupied the pitch by the stated time on the due day of arrival and have not notified staff, then we reserve the right to relet the pitch with your payment forfeited.

Full payment must be received before access is permitted to your pitch.

We will try to allocate you the location of your choice on the Park, but bookings are not conditional on this.

Your location on the Park and directions to it will be confirmed on arrival. If you are in any doubt, please check with us. Any guest staying in the wrong location may be required to move.

Leaving at the End of Your Stay

All pitches must be vacated by 12 noon on the day of departure with all Park passes and keys returned to Reception. Where applicable, deposits will be forfeited if keys are not returned on departure. Refunds will not be granted for early departures.

Customers are permitted to stay for a maximum of 21 nights per booking. Extensions may be accommodated subject to availability. We reserve the right to make an additional charge to you for late departure.

Park Rules

It is your responsibility to ensure that you, your guests and any visitors to the Park during your holiday familiarise themselves with our Park Rules. These can be provided on request and are also displayed on the Park Noticeboard.

Occupancy Limits and Age Restrictions

A maximum of six people is permitted on any one pitch. Children under 10 will be considered as a half person when calculating occupancy. Persons less than 18 years of age are not accepted to stay overnight unless accompanied by an adult who will be responsible for their conduct.

Siting and Parking Arrangements

Please obey all speed / traffic instructions. Every effort will be made to accommodate your requirements, however, caravans, motor homes, tents, trailer tents and folding caravans must be sited as instructed by the Park staff. Tow bars must be facing outwards. Please ensure you have checked your pitch number before setting up to avoid being asked to move. **Only one sleeping unit and one vehicle** will be accepted per pitch. All other vehicles, including visitors' cars and commercial vehicles used to tow caravans, must be parked in designated parking areas. Caravans cannot be used for residential, commercial or employment purposes. **Trading is not permitted.**

Awnings and Other Structures

Awnings are permitted on designated pitches. No tent, annex or leanto may be erected unless it forms part of the original design of the touring caravan or motorhome and can be readily dismantled for transportation. Breathable ground sheets must be used and raised during the day to minimise wear on the pitches. Awnings cannot be used as sleeping quarters. Gazebos or portable toilets are not permitted on any pitch.

Noise and Consideration for Others

Music emitting equipment must not be used so as to cause annoyance to other Park users and must not be used outdoors between 10.00pm and 9.00am. Socialising and conversations must be moved **inside** your accommodation before midnight. **Generators are not permitted**.

Fires

You should make yourself familiar with the Fire Assembly Points and the fire-fighting equipment throughout the Park. Fires (see Park Rules) are not permitted.

Custody of Goods, Mail and Messages

Park staff are forbidden to accept or receive goods for safe custody, posting or despatch by carrier, or to accept or deliver telephone messages and post.

Bookings for Tents, Trailer Tents, and Folding caravans

These can only be booked through the Park Office. In addition to the general Terms and Conditions, no tent is permitted on a pitch which is accommodating a caravan.

Refuse and Recycling

Adherence to recycling is appreciated and so all waste and refuse must be deposited in the refuse collection areas where recycling facilities are provided.

Motorised toys

Motorised recreational items (including drones) and any combination of children's transport systems including scooters, hoverboards/carts, go-carts, buggies, quads etc. are not permitted to be used within the perimeters of the Park.

Pets on the Park

A maximum of two well behaved pets are permitted per pitch and must be kept on a lead <u>at all times</u> within the perimeter of the Park. Park staff are authorised to require any owner to have their pet removed from the Park if it is a nuisance. Pets (exception of assistance dogs) are not permitted in any Council building (including Cabins or Pods where provided), and are not to be left unattended at any time. Dog faeces must be removed immediately and placed in the appropriate bins.

Closing Time

The entrance to the Park is usually locked from midnight to 6.00am.

Keys

We hold a key to all the accommodation and buildings that require a key, and that we own, on the Park.

We reserve the right to use the key for any purpose authorised by you: for example, if you ask us to give access to an authorised visitor, such would require you to confirm your authority in writing.

We may also use the key in an emergency, such as an immediate concern for the health and safety of any person staying at the Park, to carry out urgent repairs or preventative work, or to check and secure the accommodation / building if it appears to be insecure.

We will ensure that we take all reasonable care when accessing any accommodation.

Breakages and Damages

The breaking of any equipment, fixture or fitting within the Park must immediately be reported to the Warden. Associated costs of repair or replacement will be recoverable from the person responsible.

Standards and Behaviour

These standards will apply from when you request your booking until your holiday ends.

You agree to, and you must make sure that you, your party and any visitors (including, in each case, their children), keep to the following standards of behaviour;

- a) To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers;
- b) To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.
- c) Not to have any open fires, fire pits or chimineas within the Park as these are not permitted. Only self-contained gas or charcoal

barbeques are permitted and must not be set on Park infrastructure such as grass or tables.

- d) On the Park, not to;
 - i. Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm order or Child Abduction Warning Notice (or any register, order or notice succeeding these), nor permit anyone who is to your knowledge on such registers or subject to such orders or warning notices to use or visit the Park; ii. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence already subject to clause i) at the Park or in its vicinity;

iii. Commit any acts of vandalism or nuisance; iv. Use fireworks, Chinese lanterns or any similar open flame heat source;

- Keep or carry any firearm or any other weapon on the Park, unless you hold the appropriate licence and they are securely stored in accordance with that licence, a copy of which must be provided to us;
- vi. Keep or use any unlawful drugs;
- vii. Create undue noise or disturbance or commit antisocial behaviour;
- viii. Carry on any trade or business;
- e) You understand and agree that if you or any of your family members, visitors or guests whom you have invited to the Park breach the behaviour standards listed above then we may ask the individuals to leave the Park immediately and may terminate your booking with immediate effect.

Our Obligations

We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided that you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.

We will provide, maintain and keep in good state of repair the Services and Park, except where these have to be interrupted temporarily for the purposes of maintenance or development, or for other reasons caused by exceptional circumstances outside our control.

We will insure the Park against usual third-party risks to a minimum of

£10 million per claim. Your Obligations

You agree that you will;

- a) Adhere to these Terms and Conditions and the Park Rules;
- b) Stay with us only for holiday and recreational purposes;
- c) Pay promptly for your holiday and other charges due to us;
- d) Not cause any damage to the Park during your stay;
- e) Not do or fail to do anything which may put us in breach of any condition of the Site Licence, which is available on the Park. For example, the conditions of the Site Licence and/or Park Rules which may affect you include those requiring the space between caravans and other structures to be kept clear, those prohibiting combustible structures, those regarding car parking and those requiring the underside of caravans to be kept clear.
- f) Not to make any alterations to any accommodation or pitch.
- g) Permit us to move you to another location on the Park if necessary. We will do our best to ensure that this will be of similar quality and be responsible for reasonable costs incurred.

Cancelling the booking because you are in breach of these Terms and Conditions

We may cancel your holiday if you are in serious breach of your obligations in these Terms and Conditions and the breach is not capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property) by serving upon you reasonable notice in writing to cancel your booking. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances. In appropriate cases, this may mean requiring you to leave the Park immediately.

If you are in breach of any of your obligations under these Terms and Conditions which is capable of being remedied (for example, a failure to comply with the behaviour standards set out above which has not caused a breakdown in the relationship between you and us) we may give you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor, but which taken together cause a breakdown in the relationship between you and us, we are entitled to cancel your booking. In appropriate cases the warning we give you may be very short, and we may then require you to leave the Park immediately.

Changes caused by exceptional circumstances

We may make reasonable changes to our Services. Our changes may reflect changes in relevant laws, guidance and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.

If we make changes which mean we can only provide your holiday in a radically different way, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. We prefer that you postpone rather than cancel but will always allow you to cancel where the law gives you the right to do so.

If the law prevents us from performing our obligations under these Terms and Conditions **at all**, for any reason which is not the responsibility of either party, we may ask you to postpone but will allow you to cancel if you prefer to do so. For these purposes, reasons which are your responsibility include any arising from your personal circumstances. Examples are ill health (except if the law prevents you from visiting or staying with us in consequence, for example because you are legally required to self-isolate) and any restrictions arising from your chosen career.

If you decided to cancel where the above applies and your holiday has not started, then we will refund your booking including any deposit. If your holiday has started, then we will refund any days unused. We will not charge an administration fee, and we will only deduct any costs we have already incurred which we cannot recover elsewhere (Direct Costs). We will not be liable to make any other payment to you. We may also cancel your holiday, or any 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 we cancel and your holiday has not started, then we will refund your booking in full including any deposit. 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.

Cancellations and Refunds

We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date in the same financial year. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us.

A minimum of 14 days' notice prior to arrival date is required for cancelling or amending a booking in order to qualify for a refund or postponement. No refunds or alternative dates will be given to customers who give less than 14 days' notice, or who depart early from the site, or where the booking is an "Amended Booking" from a previous date. The 'Request for Refund' form (attached) must be completed., and qualifying cancellations made prior to the 14-day notice period, incurring a 15% refund charge, will be paid within 28 days.

We will allow a booking to be amended only once, however, the provisions above in relation to cancellation will apply (unless, as a gesture of goodwill, we decide to waive those). We will not process any refund where an amended booking is processed at a lower cost, but instead that amount will be retained by us towards the new booking.

You are not entitled to any refund if you or any of your guests leave before the end of your holiday either by your decision or being asked to leave by us for a serious breach of your obligations or a serious breach of these Terms and Conditions.

If we are in serious breach of our obligations, or if you are unable to commence your holiday or have to leave prior to the end of your holiday due to the law preventing us from performing our obligations under these Terms and Conditions **at all**, for any reason which is not the responsibility of either party or if Government guidance means that you

should not visit or stay with us we will refund you for the days of the holiday which have not been taken.

We recommend that you look to obtain appropriate holiday insurance which covers any cancellation charges and any additional losses which you may incur through cancellation of your holiday, whether by you or by us. We are only responsible for any additional losses if you were entitled to cancel your holiday because we were in serious breach of our obligations to you and the losses were both directly caused by our breach and reasonably foreseeable by us when the booking was made.

All previous references to cancellations and refunds are no longer applicable. The parties agree that the Terms and Conditions herein constitute the entire Contract between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. The service being provided is accommodation, and the Contract is exempt under the Consumer Contracts Regulations 2023 with regard to any refund requested within 14 days prior to arrival date.

Complaints

Sometimes things may go wrong. If you have a problem, please tell the Park Office straight away and we will do all we can to resolve the matter to your satisfaction. If you have a complaint concerning any aspect of the service provided by us, we ask that you notify us at the Park Office as soon as is reasonably practicable and in any event before the end of your stay. If we cannot resolve your complaint during your stay with us, please contact us on 028 7034 7034.

As a consumer, you have legal rights in relation to this agreement. Advice about those rights is available from Citizen's Advice Bureau or Trading Standards. Nothing in these terms and conditions will affect these rights. If you need to contact us about your holiday or in connection with these terms and conditions please call our team, email or write to us at the relevant park address as detailed in your booking documentation.

Personal Data

Any personal data you give us will be processed in accordance with the law and our privacy policy which can be found at <u>www.causewaycoastandglens.gov.uk/footer-</u> <u>information/privacystatement.</u>

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

- a) Provide the accommodation;
- b) Process your payment to us; and
- c) Inform you about similar accommodation, offers or products that we provide, but you may stop receiving this information at any time by contacting us.

All the information taken at the time of booking is collected for the purpose of processing your booking. As part of our ongoing monitoring and to help us improve the services we provide, we may disclose your data to CampStead Ltd who may contact you inviting you to complete a questionnaire regarding your stay at our park.

Liability

If Council staff observes activities which are detrimental to the property, buildings, equipment, staff or to the safety of the other park users, then Council reserves the right to immediately commence eviction and remove any vehicle, caravan, or tent illegally present after a request has been made to leave *without recompense or a refund*. The person hiring the pitch will be held liable for the payment of damages, breakages, and loss to the Council facilities or to other customer's property incurred as a result of their behaviour or by a member of their party.

Council reserves the right to refuse admission to anyone who has failed to adhere to rules on a previous visit.

Customers' vehicles and personal belongings are left at their own risk. Causeway Coast and Glens Borough Council, its staff and agents shall not be liable for the loss, theft or damage to any property whilst they remain on the Park. Customers are advised to secure and fully insure their property as appropriate. The Park, or your accommodation, must not be used for any dangerous, offensive, noxious, noisome, illegal or immoral purpose or to cause a nuisance to us or another user. CC&GBC operates a zero-tolerance policy towards any harassment and intimidation of its staff: there is no excuse for abuse. In all matters pertaining to the Rules, the decision of the Warden is final, and customers are to obey any instruction of the Warden, Council staff, or its representatives.

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