

Booking Terms and Conditions

Part I

Your booking

Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us. We will do our very best to help. Our full Access Statement is available on our website (www.scratbyhall.co.uk). If you need these Terms and Conditions and our Booking Form in a different format, please ask us.

Park owner (referred to as “we/us/our”)

Business Name: Scratby Hall Caravan Park Ltd

Address: Thoroughfare Lane, Scratby, Great Yarmouth, Norfolk, NR29 3SR

Telephone: 01493 730283

Email: scratbyhall@aol.com

Who may stay with us

2. The person who completes the Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.
3. Only the people named on the Booking Form, or when the booking is made by another means, may stay with us.
4. Your booking is personal to you and you cannot assign or transfer it to any other person.
5. If you request a booking for more than one Pitch, then we may contact you before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for.
6. You must tell us if your booking request is connected to any other booking, for example because you know the other party or you share a common purpose in visiting the Park. If you do not tell us about a connection, we may cancel your booking immediately and (if your stay with us has started) require you to leave the Park. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

How to book

7. Bookings can be requested in the following ways:
 - a. By telephone on 01493 730283
 - b. Online at www.scratbyhall.co.uk
 - c. In person at the Park Reception
8. You must tell us your full requirements, for example if you are bringing any vehicles, tents or other structures. We need this information when deciding whether we are able to accept your booking and we may not be able to accommodate changes. Where we are able to do so, there may be an additional charge.
9. A contract exists when we have issued our confirmation to you.

10. Please check our confirmation carefully to see that it reflects your wishes. Please let us know of any difference within seven days, unless your holiday is to start within 14 days in which case you should inform us within 24 hours.
11. We reserve the right to refuse any booking.
12. We do not accept any type of commercial vehicles, regardless of their current use. This includes all types of vans and sign written vehicles. Please check before booking if in doubt or see our website for further details.

The price you pay

13. Our prices include VAT.
14. The price will not be subject to any change unless the rate of VAT changes.
15. When you request your booking, you must pay a deposit of £60 per week or (if you are requesting to book 28 days or less before the start date or your total holiday amounts to less than £60) the full price.
16. Unless you paid in full when requesting your booking, the balance of the price of your holiday must be paid at least 28 days before the start date. We are not required to send you a reminder. If the balance is not paid in time, then we may cancel the holiday and retain your deposit as our cancellation charge. We will confirm the cancellation to you in writing by email or letter.
17. Please make sure that you book all the dates you need. We are not able to guarantee that we will be able to extend your booking.

Arrivals and departures

18. You must tell us if you are likely to arrive later than 6pm. You may not arrive after 9pm. For bookings of more than one night, the earliest you may then arrive on the next day is 9am.
19. If we have not heard from you within 24 hours of your expected arrival, we may release your booking. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.
20. You must vacate by midday on the day of your departure (11am on Saturdays). An additional charge may be made for a late departure.
21. We will try to allocate you the location of your choice on the Park, but bookings are not conditional on this.
22. 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.

Changes caused by exceptional circumstances

23. 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.
24. 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.
25. If the law prevents us from performing our obligations under these Terms & 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.

26. If you decide to cancel where clause 24 or clause 25 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.
27. 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.

Other cancellations

28. We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date later in the same season. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us.
29. **Deposits are strictly non-refundable**, except under the exceptional circumstances in 26 and 27. If cancellation is received more than 28 days prior to the start of your stay, your deposit remains non-refundable, however, we may be able to allow a transfer of dates within the same year, subject to availability. This may only be done once. If cancellation is received within 28 days of the start of your stay, no refund will be given and the full cost of your holiday will be charged. No date transfers are possible for bookings cancelled within 28 days of the start of your stay. All cancellations must be made in writing either by email or post.
30. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 24 or clause 25 applies or if we are in serious breach of our obligations in these Terms and Conditions. If we are in serious breach of our obligations, we will refund you for the days of the holiday which have not been taken.
31. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 50- 52 give further details.
32. We recommend that you consider 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 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.

Authorised means of payment

33. You may pay us in any of the following ways:
 - By cash or debit/credit card payment in person at the Park Reception.
 - By debit/credit card payment by telephone on 01493 730283.
 - By debit/credit card payment via our online booking system at www.scratbyhall.co.uk

Complaints

34. We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us as soon as possible as this gives us the best chance of resolving it with you. If you remain unhappy, please contact us again in writing within 28 days of your departure and we will try to help.

Personal data

35. Any personal data you give to us will be processed in accordance with the law and our privacy policy.

Our promises to you

36. We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.
37. We will provide, maintain and keep in good state of repair the Services, except where these have to be interrupted temporarily for the purposes of repair or development or for other reasons caused by exceptional circumstances outside our control.
38. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

Your promises to us

You agree that you will:

39. Keep to these Terms and Conditions and the Park Rules.
40. Stay with us only for holiday and recreational purposes.
41. Pay promptly for your holiday and other charges due to us.
42. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
43. Not cause any damage during your holiday.
44. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence 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.
45. Not make any alteration to any accommodation or Pitch.
46. Permit us to move you to another location on the Park if necessary. We will ensure that any alternative location will be of similar quality and be responsible for all reasonable costs incurred.

Behaviour standards

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:

46. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.
47. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.
48. Not to:
 - a. 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);
 - b. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 48.a.) at the Park or in its vicinity;
 - c. Commit any acts of vandalism or nuisance on the Park;
 - d. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;
 - e. Keep or carry any firearm or any other weapon on the Park;
 - f. Keep or use any unlawful drugs on the Park;
 - g. Create undue noise or disturbance or commit antisocial behaviour on the Park;
 - h. Carry on any trade or business at the Park;
 - i. Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Park.
49. You agree that if you or any of your family members or visitors or guests whom you have invited to the Park break the behaviour standards listed above then we may terminate your booking.

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

50. 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.
51. 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 in clauses 46-49 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.
52. If we cancel your booking under clauses 50 or 51 you will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

Changing the Park Rules

53. It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local

authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us.

54. Any changes made to the Park Rules after we accept your booking may affect you because you will be required to comply with the changed Park Rules, but will not affect anything else to which you are entitled under these booking Terms and Conditions.

Communications

55. We agree that any letters or other communications between us shall be sent using the details for us in these Terms and Conditions and for you on the Booking Form. Email may be used.

Interpretation

56. **"Park Rules"** means the rules of conduct and practice issued by us from time to time and applicable to the Park. The Park Rules which currently apply to your booking are in Part II of these Terms and Conditions.
57. **"Pitch"** does not include any part of the Park except that on which the accommodation in which you are staying stands.
58. **"Services"** means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch. Services for which we make a separate charge are provided under separate agreements and not these Terms and Conditions.
59. **"Site Licence"** means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.
60. **"You/your"** means the person making the booking and all members of their party excluding children under 18. Where there is more than one person, each is fully responsible for the obligations in these Terms and Conditions.
61. References to taxes and laws are references to them as extended, amended or replaced from time to time.

Part II

Our Park Rules

62. Our current Park Rules applicable to your booking are set out below.

Scratby Hall Caravan Park Rules

These Park Rules are in place for the good management of Scratby Hall Caravan Park and the benefit of all who use it. These rules form part of the contract between us for your holiday. They should be read alongside your booking Terms and Conditions. The Park Rules do not affect anything to which you are entitled under the booking Terms and Conditions.

The expression 'you'/'your' refers to all members of your party. The expression 'we'/'us'/'our' refers to the park owner and/or manager.

You must make sure that anyone using the park is aware of the Park Rules.

You are reminded that we may cancel your holiday if you are in serious breach of your obligations, including these Park Rules.

Safety & Security

- You must use the park safely and should not cause danger to others.
- You must obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.
- You are solely responsible for securing your caravan, tent or other accommodation.

Use of your Pitch

- Your pitch may only be used by the people named on your booking or your visitors.
- You must speak to Park Reception before putting up any additional tents or other structures on your pitch that were not part of your original booking. We may refuse your request if spacing requirements cannot be maintained.
- You must not use a toilet tent on the Park.
- You must not use a generator on the Park.

Visitors to the Park

- Only people lawfully visiting with your permission have permission to enter the park.
- Your visitors may not arrive before 8am and must leave the park by 10pm.
- All visitors should stop at reception to inform us of their arrival.
- It is your responsibility to ensure that your visitors and all occupiers of your caravan, tent or other accommodation adhere to the Park Rules.

Drainage system

- You must not dispose of any dirty water down drains in the centre of the park. Please use the Waste Water Disposal Point for this.
- You must not dispose of any toilet waste down Super pitch drains. These are grey waste drains only. Please use the Waste Water Disposal Point for this.
- You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, cooking fat, engine oil, grease or paint.

Trees and shrubs

- You must not climb any tree.
- You must not tie anything to any tree or shrub.

Smoking

- It is illegal to smoke or use e-cigarettes inside any enclosed building on the park.

- If you are found to be smoking in any building, this would be a serious breach of your contract with us which may lead to you being required to leave the park.

Refuse

- You must not deposit refuse outside. You must use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.
- You must not feed wild birds or animals.

Vehicles, driving and parking

- Motor vehicle repairs must not be carried out at the park, but a recognised breakdown service may attend in the event of a breakdown. Please let reception know if you have requested a breakdown service to attend.
- Quad bikes, trials bikes and powered scooters are not permitted on the park.
- You must not wash cars, caravans or motorhomes on your pitch.
- We permit cars onto the park for the purposes of access to the pitch only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars round the park for other purposes such as visiting other locations on the park.
- Driving on the park is restricted to the park roads.
- You must drive all vehicles on the park carefully and within the displayed speed limit.
- You must hold a full current driving licence to drive any vehicle on the park.
- You are not permitted to give anyone driving lessons at the park and we do not permit learner drivers to drive on the park.
- There is a speed limit on all park roads of 5 mph, which must be adhered to.
- We allow a maximum of 2 motorised vehicle[s] to be parked alongside each pitch.
- Electric cars cannot be charged at the park by any means, including the use of an electricity supply or hook-up.
- You must park, and move off, with great care for pedestrians and particularly for children.

Behaviour

- You should respect the privacy of other users of the park as well as our local community and keep noise to a minimum between the hours of 10 pm and 8 am with absolute quiet between the hours of 11 pm and 7 am.
- You must not use the fire extinguishing equipment for any improper purpose.
- You must not use a drone, powered model aircraft or any other powered flying object on the park.
- You must not use any Chinese lanterns, fireworks or similar.
- You may not ride bicycles, scooters or similar so as to cause a nuisance or undue noise.

Pets

- You must not bring any breed of dog onto the park which is listed as banned under the Dangerous Dogs Act 1991.
- Dogs, cats and other pets are not permitted in any building on the park or in the children's play area.
- You must tell us before you visit the park if you plan to bring any pet or animal and answer any reasonable question about them and their suitability for our park environment. If we are not satisfied that the pet or animal is suitable for our park environment, we may tell you that you cannot bring them. This is because we cannot allow the safety of others to be put at risk.
- Any pet or animal you bring must be supervised by and under the control of you, or of a responsible adult in your party, **at all times**. This means you may not leave any pet or animal

unsupervised in a caravan, tent or other holiday accommodation or anywhere else on the park at any time, apart from small pets which live in a cage, aquarium or similar and which may be left safely for short periods. Nor may you leave any pet or animal under the supervision of any person aged under 18. These rules apply even if the pet or animal knows the park well and you believe them to be well-behaved.

- If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the park straight away. This is because we cannot allow the safety of others to be put at risk.
- If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern, please tell us straight away.
- You must not exercise dogs on the park. Please use the field footpaths adjacent to the park and clean up after your dog.
- You must keep any dog on a short lead at all times on the park.
- You must clean up if your animal defecates on the park.
- Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

Recreation

- Ball games should be played away from buildings and caravans/tents using a soft, or lightweight ball.
- You may not fly kites on the park.
- You may not use drones, powered model aircraft or any other powered flying objects on the park.
- You may not use skateboards, roller skates, rollerblades or microscoters at the park.
- You may not use any powered model car or similar toy on the park.

Mail

- Please check at reception before using the park address for postal deliveries.

Children

- Children must be supervised whilst on the park and are the responsibility of their parent or guardian during their stay.
- The play area is suitable for children aged 12 and under. It is recommended that children under 8 years of age have adult supervision whilst using the play area.
- Children must not play on the play area when the gate is locked.
- Children under the age of 16 should not be left unsupervised on the Park.
- An adult must accompany small children to the washrooms.

Fire precautions

- You must not light a campfire or use a fire pit anywhere on the park.
- You must not burn anything other than charcoal on your barbeque.
- You must use bricks to raise barbeques and hot pans off the ground to avoid burning the grass. Bricks are available to borrow near the refuse bins.
- You must ensure that barbeque coals are completely cold before disposing of them.
- You must ensure that all occupants of your pitch are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- You must not store fuels or combustible materials other than removable containers on the park.

Lost property

- For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after one month.

Wi-Fi

- Wi-fi is available at £2 per 24 hours or £10 for 7 days. This charge covers up to two devices and vouchers are available to purchase at Reception.
- Our wi-fi is very restricted due to our rural location and is not for streaming. The service may not be the same as you are used to at home.