

Please read these terms and conditions carefully. When you book your holiday with us, you are entering into a contract which binds you and York Marina in various ways. Your payment is taken to be your acceptance of our and the parks terms and conditions. Together with your Booking Form and Invoice, they comprise the complete contract and no agent or employee of ours has any authority, express or implied to alter the terms and conditions of this contract unless authorised to do so in writing. All bookings are accepted on the strict understanding that the person signing the Booking Form (the 'hirer') does so on behalf of all persons covered by the booking, having read the following conditions of booking and agrees to be bound by them.

## PARK RULES

1. You agree to abide by the rules of the park where you are staying. Copies of the rules are on display at the park and you may obtain a copy of the rules from reception.

## CANCELLATION BY THE PARK

2. Accommodation paid in full will be held by the park. Please note these bookings are non-refundable and transferable only as detailed in Clause 4.

## CUTTING SHORT YOUR HOLIDAY

3. If you feel the need to cut short your holiday with the park after it has commenced, any nights unused will be lost as these bookings are non-refundable and non-transferable once with 21 days of check in.

## CHANGING YOUR HOLIDAY

4. All bookings are non-refundable. Bookings with amendment insurance are only transferable upto 21 days prior to check-in. Bookings without amendment insurance will be charged an administration fee of £30 to make changes upto 21 days prior to check-in. Cancellations within 21 days are strictly non-refundable regardless of circumstance, so travel insurance is advised. Any changes are strictly limited to the addition of extra nights, or the addition of extra pitches if a group booking once within 21 days of check in.

## SPECIAL REQUESTS

5. The park will endeavour to meet your special requests, but regret that they cannot be guaranteed. This includes the allocation of particular pitches as this is done strictly on arrival on a first come first served basis. Where we will try to site group bookings on adjacent pitches, this is not always possible and dependant on availability on check-in.

- 5.a. Please note that the Park does not allow the following:
- 5.a.i. Drive away awnings, outhouses, windbreaks, tents, or Pup tents
  - 5.a.ii. Motorbike trailers or car trailers
  - 5.a.iii Paddleboards, dinghies, Canoes or watercraft
  - 5.A.iv. Units over 9m, RV's, Winnebago or Home conversions.

## HOLIDAY PRICES

6. All prices include VAT at the prevailing rate at the time of booking, and are subject to change if the rate or application of VAT changes and in the event of a change in the VAT during the course of the year, you will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of change.

7. Where the holiday falls between two price panels, the panel with the majority of nights of the holiday will be used to calculate the holiday costs. Where an equal number of nights are taken in two different price periods, the average of the two weekly prices applies.

## GENERAL TERMS

8. Your booking is accepted on the basis that your confirmed accommodation is available for your use on the agreed date. Very occasionally, unforeseen circumstances may not make this possible and in such a situation we have the right to cancel your booking. In this event, the park will endeavour to offer you alternative accommodation, if available. If they are unable to do so or if you do not wish to accept the alternative on offer, any refund of monies is under the discretion of the park. Park Breaks regrets we cannot offer you any compensation or meet any expenses or costs you may incur as a result of such cancellation or change irrespective of notice period given by us.

9. In the interests of all visitors, the park reserves the right to refuse to hand over accommodation to any person or groups of persons at its discretion. Any refund of monies is under the discretion of the park.

10. If in the parks opinion any person is not suitable to continue the holiday because of unreasonable behaviour, damage to property or annoyance to other holidaymakers, the park reserves the right to exclude the holiday party from the park. In this event, the hirer shall remain liable for the hire price and no refund shall be due. The hirer shall remain liable for any damage caused to property.

11. The parks reserve the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise.

12. Parks on this website cater mainly for families but some do allow all-male or all-female parties – please check with the park directly at the time of booking. You may be asked to pay a security deposit at the time of takeover.

## AVAILABILITY OF FACILITIES

13. Whilst the parks will endeavour to provide all facilities and entertainment advertised on this website, the parks reserve the right to alter or withdraw amenities or facilities or the whole or part of any programme of activities, without prior notice, and without any liability to pay you compensation or damages for the loss of an advertised facility or entertainment. You should also be aware that many parks offer restrictions on facilities and their opening hours during the off peak. Adverse weather conditions may also cause the closure of some facilities.

## UNFORESEEN CIRCUMSTANCES

14. The parks regret they cannot accept liability or pay any compensation for cancellations to your holiday or the destruction or damage to your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of the holiday) due to 'force majeure', i.e. any event that could not be foreseen or avoided. Such events include but are not limited to industrial disputes, war, or threat of war, civil disorder, Pandemic, natural or nuclear disaster, fire, adverse weather conditions and all similar conditions.

## YOUR VEHICLES

15. Your vehicles, their contents and accessories, your luggage and personal belongings are left entirely at your own risk. The parks will not be held responsible for any loss from or damage to any vehicle from any cause whatsoever other than negligence of the park, park employees or agents. Parking and other regulations may vary from one park to another.

## COMMENTS AND COMPLAINTS

16. Whilst the parks aim to provide the service you have come to expect, there are occasions when unforeseen short-comings may arise. You must advise the park manager immediately of any problems with your accommodation so that remedial action, if appropriate, can be taken. We cannot accept liability in relation to any short-comings or claim of whatever nature, if you fail to notify the park of the complaint or claim during your holiday and confirm to the park in writing within 21-days of the end of your holiday.

## YOUR RESPONSIBILITY

17. Whilst the parks are happy to provide activities for children, the parks are not a child care facility. Please note that at all times the safety of children is the responsibility of their parents or guardians.

## LIABILITY

18. Park Breaks and the parks shall not be liable for the death or injury of any person named in the Booking Form or for any loss or damage to property of any such person howsoever any such death, injury, loss or damage may be caused otherwise than as a result of our negligence. Whilst every care is taken to ensure that the details shown on this website are correct, neither the park or camping breaks can accept responsibility for errors contained therein or the results thereof.