

Medmerry Booking Terms and Conditions – Updated January 2022

About our terms and conditions:

Please read these terms and conditions carefully as, together with your booking confirmation, any conditions we refer to on our website, any additional special offer terms and conditions, and anything else we agree in writing, they make up your agreement with us. These terms and conditions apply to bookings made online, by phone, in person or through a booking agent.

These terms and conditions do not apply to private lettings made directly with a holiday home owner.

Holidays booked through 'The Sun' newspaper and Breakfree may have separate terms and conditions for you to read in full prior to your booking.

We may also need to update our terms and conditions but you can always find the latest version online at medmerrypark.co.uk

The person who books the holiday will be accepting the booking conditions on behalf of the holiday party. A contract between you and Medmerry Park will come into existence.

Your contract will be with Medmerry Park (Co. Reg. No. 13534861), the owner of the accommodation. The contract is subject to English law and the non-exclusive jurisdiction of courts within England and Wales.

1. Terms – All prices are per week or per short break and for the chalet holiday homes as equipped and described. All prices quoted online or within brochures include VAT. The maximum length of stay is three weeks.

Arrival and departure times – The usual time of check-in is 4pm unless otherwise stated (subject to unavoidable delays). You must vacate your chalet holiday home by 9am, if you are departing later you will be charged a penalty fee equal to the daily rate of your holiday. You are expected to leave everything in a clean and tidy condition. You are responsible for any damage or loss sustained during your stay. Please hand your key into reception on departure.

Non-arrival – Unless the team at Medmerry Park has been previously notified, accommodation unclaimed by 10am on the day following your holiday start date will be treated as a cancelled booking.

All party members must provide their full name and date of birth prior to arrival.

2. Permanent Address – When you make your booking we will ask for your permanent address, this is so we can cross-check against the electoral register. This is to prevent fraud and to ensure we have the correct details should we need to contact you prior to and after your holiday. If you are not on the electoral register due to a recent move we may ask you for a copy of your council tax which will show your new address so we can confirm your details are correct.

3. Booking Confirmation – Once a booking has been made you will receive confirmation, only after monies have been paid does a contract between Medmerry Park and the customer exist. Should you wish to make a change to your booking once it has been confirmed, such as the type of

accommodation, we will always try to meet your request. However, a charge of £20 per alteration will be payable. If you wish to change the date of your holiday, this may be treated as a cancellation. Prices given are only valid at the time of booking. Any quotation obtained prior to booking is subject to change. Please remember no booking is transferable within 28 days of the start of the holiday.

4. Number In Your Party – This booking has been entered into on the understanding that the total number in your party shall in no circumstances exceed the capacity of the chalet holiday home as advertised online or in our brochure. Children and infants must be included in the total number of the party.

5. All party members must provide their full name and date of birth prior to arrival. Only those people listed on the booking can occupy your accommodation and use the facilities of the park. If this legal requirement is not met your booking will be terminated and you will be asked to leave with no refund made.

6. Initial Payment – When you book, the initial payment stated must be paid. This initial payment must include your booking deposit as part payment towards the cost of your holiday & subscription to Holiday Cancellation Protection (if required). If you wish to take advantage of any offers, they must be claimed at this stage. All offers are subject to availability at the time of booking and to specific terms and conditions and may be withdrawn at any time. These offers only apply to the promotional period stated and cannot normally be combined with any other offer. Please note that if prices are reduced once you have booked your holiday we are unable to refund the difference between your holiday price and any special offer prices. Holiday deposits/payments, unfortunately, cannot be transferred from one year to another.

7. Special requests - Special requests such as adjacent or specific accommodation cannot be guaranteed, but every effort will be made to satisfy them. When booking on-line, you will be allocated the first available accommodation unit or pitch. Any special requests or requirements must be organised through our Reception team on park. If you book on-line and want to make a special request after the event you will be charged a £20.00 administration fee.

8. The Balance Of Hire Money – The balance of hire money as shown on your invoice is due and payable 8 weeks before the start of your holiday. Your invoice gives full details. For bookings made within 8 weeks of your holiday start date, you will normally pay the full hire charge when you make your booking. If you wish to pay your balance-of-hire by credit card, then you must contact us to do this not later than 8 weeks before your holiday starts.

9. Booking Cancellation – If you are compelled to cancel your holiday you must inform us in writing to the Medmerry Park Booking Office by 1st class mail or Email and hold confirmation that we have received your notification. We recommend that you take out our Holiday Cancellation Plan which covers you and your holiday party if you cancel your holiday for one of the qualifying reasons, any cancellation should be notified in writing to us. If you do not take out our Cancellation Protection Plan or cover of your own NO REFUND WILL BE GIVEN ON ANY MONIES PAID.

10. Cots and Highchairs are available for an extra charge – A maximum of two cots can be accommodated in chalet holiday homes. Cots may need to be located in the living area in some accommodation, please check on booking. You will need to bring your own cot linen. In all accommodation cots and highchairs need to be requested at the time of booking and are subject to availability.

11. Linen and Towels – Bedding is provided – pillows, duvets/quilts, covers, sheets and pillowcases. Towels will also be provided. Please note promotional bookings and bookings from third party's (i.e. The Sun Newspaper) may incur additional charges for bed linen and towels.

12. Availability – The Booking is made on the understanding that the chalet holiday home will be placed at your disposal on the date stated. Should this not be possible through circumstances not under our control (e.g. fire, theft or damage) we cannot guarantee to provide alternative holiday accommodation. In this case, the total holiday cost paid will be refunded to you in full. In the interest of continued improvement, Medmerry Park reserves the right to alter or delete amenities or facilities or any part of the programme of activities either advertised or previously available without prior notice. The company reserves the right to move or amend bookings already confirmed without notifying you.

13. Bookings – The holidays we offer have been designed with families and couples in mind. Therefore bookings by persons of 21 years of age and under are not allowed. There are also restrictions on bookings for 'singles groups' consisting of all male or all female single people. We may apply discretion in certain circumstances such as pre-arranged sports events however, please contact us if you would like further clarification. We reserve the right to cancel or refuse the booking if these conditions are contravened. On occasion, we may require you to leave a cash deposit when you check in for your holiday. This will be refunded to you once your holiday is finished, providing your holiday home is clean, tidy and not damaged. A maximum of 4 adults can stay in each unit of accommodation.

14. Your Pet – You may bring your dog with you to many holiday homes, provided you can produce a vaccination certificate if requested. A charge of £39 per pet per week/booking will be made for this facility. You must tell us that you are bringing your pet when you make your booking. A dog basket will be provided for your stay and you will need to bring your bedding with you as pets are only allowed on the clear understanding that under no circumstances may your pet lie on bedding or chairs. Pets are permitted in the Medmerry Arms conservatory area and must be exercised on a lead. Pets must not be left unattended in holiday homes or elsewhere. The maximum number of pets is 2. Unfortunately, no refund can be given if pets are not in attendance. We reserve the right to require owners to control their pets and any dog considered a nuisance or affecting the comfort of other guests, to remove it from our Parks. Please note we do not allow any dogs covered by the Dangerous Dogs Act 1991 which are the Pit Bull Terrier, Japanese Tosa, Dogo Argentino and Fila Brasileiro.

15. Outdoor Swimming Pool/Splash Pool/Sunbeds – Children under the age of 12 and non-swimmers are not allowed to use the swimming pools unless accompanied by an adult. A gate key card is required to access the pool area.

16. Your Vehicles – Your vehicles, their accessories and contents are left at your risk. Medmerry Park and their Management will not be responsible for loss or damage to accessories or contents from any causes except from the negligence of its employees and/or agents. Parking and other regulations are in accordance with Local Authority requirements. Whilst using your vehicle on Medmerry Park you are bound by the Road Traffic Act 1988 and all laws are applicable, including driving, or being in charge of a vehicle when under the influence of drink or drugs. Medmerry Park does not allow learner drivers or learner vehicles on its parks. Electric scooters, motorised scooters, Segways, scrambler type motorbikes, go-peds, quad bikes or hoverboards are also not permitted.

17. Commercial vehicles – Commercial vehicles, vans or camper vans* are not permitted on Medmerry Park property. If you are unsure whether your vehicle falls within this category please call our reservation team on 01243 671213.

18. Service – If you are dissatisfied with any aspect of your holiday or accommodation you must notify Reception immediately so that we have the opportunity to rectify it for you. If you do not notify us immediately whilst on Park, we cannot consider any subsequent claim submitted. Written claims not received by Medmerry Park within 14 days of the completion of your holiday will not be considered. We will respond within 5 to 10 working days.

19. Medmerry Park Reserves the right – To refuse to hand over accommodation to any person who, in the opinion of the Management, is not suitable to take charge. In such cases all hire charges shall be refunded in full and the contract shall be terminated. If, in the reasonable opinion of ourselves and/or Medmerry Park, any person(s) is not suitable to continue the holiday because of unreasonable behaviour, damage to property, danger or significant annoyance to others, or if Medmerry Park has a reasonable suspicion that any person(s) has committed or intends to commit an offence, the contract may be terminated, in which case we will not have further liability. In this event, you will remain liable to pay the hire price and no refund shall be due. The hirer shall also be liable for any damage caused in the chalet holiday home. We have the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies occur (e.g. if repairs need to be carried out).

20. While Every Care Is Taken – To ensure the details shown online or in brochures are correct, Medmerry Park cannot accept responsibility for errors, omissions or misunderstanding. We may on occasion need to amend our terms & conditions.

21. Special Conditions – Ball games are not permitted near accommodation or built up areas – please use areas provided. Please note: Pushchairs are not permitted in the Medmerry Arms.

While every effort will be made to return lost property, Medmerry Park cannot accept responsibility for items left after departure. Lost property will only be held for one month after departure.

22. Smoking – In order to comply with legislation we expect all of our guests not to smoke in any of our accommodation or indoor venues. They will be liable for any damage or residual smell caused through smoking.

23. CCTV – Please note that Medmerry Park makes use of CCTV on our Parks to ensure the safety of our guests, holidaymakers and employees.

24. Sun Breaks – In order to use certain Medmerry Park facilities, Club Membership must be purchased. Electric and linen are additional charges.

25. Health & Safety – The operation of our parks is subject to legislation and the guidelines laid down by the Health & Safety Executive and Local Authorities and their codes of practice. We reserve the right to adjust our services in order to meet these standards. In extenuating circumstances, accommodation, entertainment, sports activities or any facility may be withdrawn, due to maintenance, renovation, adverse weather conditions, changes in governmental legislation, or any other factor out of our control. We reserve the right to make such changes without prior notice, and are unable to accept liability for the loss of an advertised facility or to pay compensation for any inconvenience caused. Where possible, we will advise of any significant changes prior to booking and endeavour to advise guests already booked of any significant changes as they occur. Certain

facilities have height, weight and/or age restrictions, and session bathing may occur in our pools at certain times – please check at the time of booking.

26. Children – Children must be accompanied by a parent or a guardian at all times.

27. Dress Code – Whilst every effort is taken at Medmerry Park to create a relaxing holiday experience we do however have a smart casual dress code for our restaurants and entertainment venues and do not allow sports shorts or vests, hats or hoodies to be worn. We also ask that when visiting any of our venues that the appropriate footwear is worn.

28. BBQ's – Disposable barbecues are not permitted on any part of Medmerry Park or any part of the beach.

29. WiFi – Our accommodation offers free Wi-Fi connection. Luxury and Luxury Plus accommodation will offer a high speed connection, Classic accommodation will offer a basic browsing connection.

30. Our Holiday Cancellation Plan

What we offer – We offer a Holiday Cancellation Plan to cover your holiday (excludes holiday houses). We strongly recommend that, if you do not have full holiday insurance, you take out our Holiday Cancellation Plan when you book. The cover for each holiday home only costs £25 per week or part week.

What you'll get – Should you have to cancel your holiday, here's what you'll get back with our Holiday Protection Plan if you have paid for your holiday in full:

Our Holiday Cancellation Plan covers cancellation in the event that any member of your party listed on your booking, is unable to travel due to the following reasons: sickness or death, redundancy, witness or jury service, or HM Forces/TA Deployment. The Plan will also provide for a reduced refund should you cancel for an unqualified reason.

Cancellation for the Qualifying Reasons

Number of days before the start of your holiday & our refund

2 days (48 hours) or more – Full refund minus a cancellation charge of £50 per holiday home

2 days (47 hours, 59 minutes) or less – 30% of your total holiday cost

Cancelling for Other Reasons

Number of days before the start of your holiday & what you get back

42 days or more – Total holiday cost minus your cancellation premium and deposit

42-29 days – 50% of your total holiday cost minus your cancellation premium

29-8 days – 10% of your total holiday cost minus your cancellation premium

7 days or less – No refund

Refunds

If we refund you in line with the term above, we are legally bound to return your money in the same way you made your original payment – back to the same payment card, for example. If you've used coupons or vouchers to pay for the holiday, we may be able to transfer them to another holiday with us. Unfortunately, we can't refund coupons or vouchers.

How to claim

Step 1. Call us on 01243 671213 as soon as you can.

Step 2. Send proof of why you need to cancel by recorded delivery to Medmerry Park, Stoney Lane, Chichester, PO20 7JP at least 48 hours before the start of your holiday. We will need written proof of why you've had to cancel, such as a doctor's certificate or court notification.

Step 3. We'll write to you to tell you whether we're able to give you some money back, and the amount.

Step 4. We'll pay your refund to the payment card you used.