St Leonards Farm Caravan & Camping Park Terms & Conditions 2020 (Ver. 9 Oct 2022)

- 1. All customers staying on the Park must adhere to the Holiday Park Rules which are deemed to form part of these Terms and Conditions.
- 2. All Bookings are subject to our current price list which may be revised from time to time. Storage customers are also required to pay at the current price list. Our price list is deemed part of these Terms and Conditions and is available on request and our website www.stleonardsfarmpark.com
- 3. If you bring a second vehicle onto the Park we do not guarantee that it will be parked on or next to your pitch if we do not have space and you may be required to park the vehicle in another designated area on site at our discretion. If your main vehicle is large that too may have to be parked elsewhere if we direct. Sign written and commercial vehicles are not permitted on site. Sleeping in cars is not permitted on site. Sleeping in cars and non-purpose made or non-professionally converted camping vehicles is not permitted.
- 4. All bookings should complete our booking form and provide full details as requested. In particular please advise us of the unit type e.g. caravan or tent and the size of your tent or caravan to ensure that it will fit on our pitches. If you do not do so we cannot guarantee that you will be permitted to site your unit on the Park. If your unit is bigger than can be safely accommodated on one pitch then you must either pay for two pitches, subject to there being availability, at the appropriate rate from time to time or you will be asked to vacate the park. In particular tent sizes are getting bigger so you MUST check and confirm your tent size with us before booking to guarantee an appropriate pitch.
- 5. If you are not happy with your pitch on arrival, then strictly subject to availability we will take reasonable steps to find an alternative pitch to your liking but we are not obligated to do so and in any event will only provide one alternative. Failure to find an alternative pitch will not constitute grounds for a refund and we shall not be obligated to do so.
- 6. If you extend your stay subject to availability there is no guarantee that you will be able to remain on the same pitch if that is booked to another customer and you may have to move.

- 7. Any incorrectly parked or pitched units will be asked to move and pitch correctly and you must abide by our decisions and directions on spacing and siting.
- 8. Pleases check with reception by phone or email the earliest time for arrival which may vary during high and low season however please note that unless agreed otherwise the deemed arrival time is 13.00 and deemed departure time is 12.00 midday. Arrangements may be agreed at our absolute discretion to extend your stay until 16.00 at an additional charge as published in our office and on our website from time to time.
- 9. The park provides pitches solely for tents caravans and motorhomes for bona fide short stay holiday makers only and customers are not permitted to use the Park as a permanent residence or for long term occupation and non-recreational or non-holiday occupation, including but not limited to, accommodation whilst working. We reserve the right to ask all customers for proof of address and acceptable ID.
- 10. We cater for couples and families and do not accept hen or stag parties of other non-family groups and we reserve the right to refuse admission to any booking or person. If we see a group forming we reserve the right to terminate your stay and ask you to leave. If we refuse admission or terminate the stay and you have paid any monies in advance you will be refunded for the unused period amount subject to deduction of any monies owed to us or in respect of any loss suffered by us.
- 11. We may accept at our total discretion rallies or other properly organised groups strictly subject to any special conditions or fees including a good behaviour bond.
- 12. All advance bookings must pay a deposit in advance with the balance before arrival when requested as per our current price list. All deposits are non-refundable.
- 13. We only offer refunds for unused nights for serious illness, family bereavement, bona fide accident or emergency requiring treatment and will require written proof such as a Doctor's letter confirming the position. For this reason refunds will not be given on the date of departure but may be made by cheque or bank transfer provided the customer gives us full details and a contact number. We can also offer an alternative stay in lieu during our open season. If you wish to leave early for any other reason we may at our discretion

offer you an alternative stay for the same number of unused nights during the open season.

- 14. We will use reasonable endeavours to let you have a particular pitch if you wish when booking in advance but please note we do not guarantee that you can reserve any specific pitches. For bookings of two or more pitches we do not guarantee adjacent pitches and allocation is at our total discretion and our decision is final and binding. In particular we will not be able to accommodate adjacent pitch bookings at peak times, including high season, bank holidays and the air show weekend and the unavailability of adjacent pitches shall not be grounds for a refund. We reserve the right to charge an adjacent pitch admin fee in circumstances where at our total discretion we do permit adjacent bookings.
- 15. If you think you will arrive late please email and telephone the office in plenty of time and **no later than 17:00** on the day of arrival to advise reception and to make particular arrangements if in the circumstances it is reasonable for us to do so. If you arrive later than 20.00 there is no guarantee that you will be able to access the Park. In these circumstances we are not obliged to make any refund. Late arrivals may by prior arrangement use the late arrival area in the main yard for motorhomes and touring vans or in the case of tents be allocated a space to pitch in a location that minimizes disruption and disturbance for other customers already on site. You will have the option of relocating to your booked pitch the next day after reception opens. IF YOU ARE DELAYED BECAUSE OF TRAFFIC/BREAKDOWN YOU MUST PHONE AND EMAIL IN PLENTY OF TIME AND LET US KNOW SO THAT RECEPTION ARE AWARE OF YOUR LATE ARRIVAL TIME. RECEPTION IS NOT OPEN 24 HOURS and you must use best endeavours to keep Reception advised of arrival times. FAILURE TO CONFIRM AND AGREE WITH US A LATER OR ALTERNATIVE ARRIVAL WILL BE DEEMED A CANCELLATION AND FOR THE AVOIDANCE OF DOUBT IN THESE CIRCUMSTANCES YOU WILL NOT BE ENTITLED TO A REFUND.
- 16. On arrival or at time of booking we reserve the right to ask you for a good behaviour bond which will be returned to you as long as we have not advised you that it is forfeit for breach of the Holiday Park Rules for example because we have had to repeatedly warn you not to make excessive noise after 23.00 or because of any aggressive, anti-social or rude behaviour toward our staff or fellow visitors. Any anti-social, rudeness, bullying or unpleasant behaviour towards staff or other holiday makers or breach of the site rules including but

not limited to unacceptable behaviour by any children in your party, may lead to summary eviction from the Park without refund.

- 17. All prices are based on one unit per pitch, this means one tent, motorhome or caravan per pitch and any additional tents may be charged as an extra pitch and must be sited on a separate pitch. We do not guarantee adjacent pitches on the Park. Maximum 6 persons per pitch (extra fees apply for over 2 persons as per price list current at time of booking). If you book extras and then change your mind and try to amend your booking less than 4 weeks before your arrival you will not be refunded for the extra items.
- 18. Only paid customers may stay on the pitch and any visitors must pay the daily visitor rate applicable from time to time. Visitors may only stay on site between 9am and 9pm. The customer is liable for the daily visitor fee in default for any visitors to the pitch.
- 19. All children must be supervised at all times by a responsible adult from the customer's party so as not to cause a nuisance or danger to themselves or to other customers.
- 20. We reserve the right to ask customers to leave the park for any breach of these terms and conditions or the Holiday Park Rules and we will not be held liable for any costs or other loss incurred by you as a result. We may at our discretion refund any unused nights to you from the date of termination that you have paid in advance. Such refund may be made by cheque or electronic payment, including card refund at our discretion and will not be paid until such time as you have physically removed your unit from the Park. We are not obliged to pay any refund in cash. If we are unable to issue the refund at the actual time of departure we will arrange for it to be made within a reasonable period following departure, being not more than 60 days from departure, provided you supply us with the correct and up to date payment information as necessary and it will be your responsibility to ensure that such information is correct. We reserve the right to deduct any sum for any direct or indirect loss suffered as a result of your breach of the Holiday Park Rules and these terms and conditions.
- 21. Our electric hook ups are 10amp. It is the customers responsibility to ensure the plug, cable and associated sockets on their unit are safe and in good working order. We will not accept any liability or responsibility for any accident or loss arising from the use of unsuitable or unsafe electrical equipment

connected to our hook ups. In particular but without prejudice to the generality of the above, electric heaters should not be used in tents as they may damage the park infrastructure. You must only use appropriate camping non-domestic electronic appliances designed to work with camping electrical hook up supplies, such as camping kettles etc. There is a guide available in reception. If you damage the Park's electrical equipment and infrastructure due to the misuse of the camping electrical supply or by using faulty or inappropriate or high consumption appliances then we reserve the right to charge you for the costs incurred by us on a direct full indemnity basis.

- 22. If you depart the Park and leave your unit or other items of value unclaimed for more than 30 days from the date you have paid up to, then we may sell, dispose or otherwise deal with the items as we see fit and will not be held liable for any loss to you. In these circumstances title and ownership will be deemed to pass to us to allow for such disposal or sale as appropriate and you will have no further claim against us.
- 23. These terms and conditions shall be deemed to form part of any storage or seasonal agreement in so far as they do not conflict with the terms of the same and any specific terms in the storage or seasonal agreement shall be deemed to override the conflicting terms herein.
- 24. All cars units and property of the customer are brought on site at the risk of the customer and we will not be held liable for any loss damage malicious or otherwise or injury to the same.
- 25. Your ticket issued to you on arrival is your receipt and must be displayed on your unit at all times.
- 26. If you have made a booking via Pitch Up or other third party agent, the deposit you have paid them is not held by us and does not form a deposit held by us as referred to in these Terms and Conditions. We are therefore not liable to refund to you any monies you have paid to Pitch Up and will not refund it. All bookings received via Pitch Up are subject to these Terms and Conditions which shall take precedence over any conflicting terms and conditions published by Pitch Up or other third party.
- 27. We hereby give notice to you that we shall not be liable for any loss or damage to the property of or for personal injury to you, the members of your party or associates howsoever caused, including negligence of the proprietors their agents and servants and in particular give notice that no liability will be

accepted for damage injury or loss whether personal or proprietary on account of you, the members of your party or your visitors failing to comply with these Terms of Conditions, the Holiday Park Rules, regulations and notices for the time being displayed on the Park or any part thereof.

- 28. Please be aware that for security reasons we shut the site gates at night at such times as we advise from time to time usually by 23.00 at the latest to preserve the security of the Park. If you return after the gates are closed you will not be able to drive on to the site and will have to park in the designated late night parking area off the lane outside the main campsite. You may not park in the yard overnight. In particular the height barrier gates are 2.1m and these can, for security reasons, be closed at differing times of the day and at night, so you must check and be aware of this before attempting to enter the side, especially if you are in a high vehicle, motorhome, towing a caravan or have a bike rack. If you damage your unit by attempting to drive under the height barrier when closed, then we accept no liability for any damage caused and your will be liable to us for any repair costs.
- 29. During the Park's annual music festival 'the Event' held in early June on such dates as are advised from time to time, normal campsite use and services are suspended and storage, seasonal and other guests must comply with the temporary rules and terms and conditions of the Event.
- 30. These Terms and Conditions and the Holiday Park Rules are subject to change to cater for any Corona Virus/COVID 19 Measures or other non COVID emergency measures, that may be reasonably required to comply with national government and best practice health and safety guidelines, including but not limited to, any social distancing measures put in place. Such measures will be advised, on site at the time of arrival, email, verbal instruction, sign, or other method of communication and shall be deemed to form part of these Terms and Conditions and the Holiday Park Rules and failure to comply with the same will be deemed a breach and we reserve the right to ask you to leave for failure to comply with the same. Please note that from time to time we may have to reduce the extent and capacity of shared facilities including but not limited to showers and toilets.

The Holiday Park Rules

St Leonards Farm Park and Camping Park Rules West Moors, Dorset (Version 6. 2022)

The following rules are for the good management of St Leonards Farm Caravan and Camping Park and the benefit of all who use it.

Unit: means the customer's touring caravan, tent, motorhome or other unit as applicable.

Park Owner: means us/W.E. Love & Son

Unit Owner/Customer: means you

- 1. All customers must park or pitch the Unit on the designated pitch in accordance with the directions of the Park Owner. Failure to park or pitch correctly will mean you may be asked to move your Unit **to the correct positioning**.
- 2.Touring, motorhome, campervan and tent customers must vacate their pitch by 12.00 on the day of departure or such other period as may be advised from time to time according to availability.
- 3. Units must be kept in a sound and clean condition whilst on the Park.
- 4. The Unit Owner is responsible for the cleanliness of the pitch whilst on the Park.
- 5. The Unit may only be used by the Unit Owner on the Park and members of his family that he has paid for only (and in any event for the use of such number of persons as shall not exceed the specified number of berths).
- 6. No hiring or subletting of the Unit is permitted and the Unit is strictly for holiday use by the Unit Owner between 1st April and 1st October and at other times as advised outside of these dates in each year and must not be used as a permanent or main place of residence.
- 7. The Unit Owner is responsible for ensuring that electrical, gas and all installations and appliances are properly maintained and comply at all times with the requirements of the Institution of Electrical Engineers and/or other appropriate regulatory bodies and appropriate regulations. The Unit is supplied with a 10amp electricity supply where paid for and their usage must not exceed 10amp. No Generators are permitted on the Park.

- 8. The Unit Owner must not permit waste water to be discharged onto the ground and all waste water must be disposed using the appropriate disposal points around the Park.
- 9. The Unit Owner must place all refuse and recycling in the approved containers on the Park. No littering will be tolerated.
- 10. Musical instruments, stereo equipment, radios and other appliances and motor vehicles must not be used to cause nuisance to others on the Park especially between the hours of 22.30 and 8.00. Unit Owners and visitors to the Park must not disturb other holiday makers with anti-social levels of noise and will comply with all directions of the Park Owner from time to time. You must be quiet and not cause a disturbance or create any sound that constitutes a nuisance at all after 23.00.
- 11. All vehicles must be driven carefully on the park, not exceeding the speed limit of 5 mph. Vehicles must be taxed and insured as required by law and drivers must hold a current driving license and insurance. Disused vehicles must not be kept on the Park. The overhauling and repair of motor vehicles or Units is not permitted on the Park. The prior written approval of the Owner must be obtained before parking commercial vehicles and the Park Owner's discretion is absolute. Vehicle engines must not be run on site for excessive periods while stationary and in particular not left running or started up after 23.00 on site so as to disturb any other guests.
- 12. All visitors must pay the appropriate daily visitor charging rates from time to time in force as advised in the reception or in the parks marketing material and terms of business. The obligation and liability for payment of visitors' fees rests with the customer and any default in such payment by the visitor shall be met by the customer if the visitor has not paid all monies due.
- 13. Pets must be kept under proper control and not allowed to despoil the Park. Dogs where permitted must be kept on a short lead at all times and their waste disposed of hygienically and not left on the ground. The Park Owner reserves the right to refuse admittance to visitors with pets at their discretion.
- 14. The Unit Owner is responsible for the conduct of children in his/her custody who must be supervised on all areas of the Park, including the Outdoor and Indoor Play Area at all times and of their visitors and must ensure that all comply with the Rules from time to time in force. Children must not be allowed to access the play areas after dusk or to ride bikes scooters etc. after

dusk. No dogs are permitted in the Play Area at any time and no footballs may be used in the Play Area, except in the designated football pitch with goal posts in the meadow.

- 15. The Unit Owner and his guests must not carry out any criminal activity on the Park and will not commit any acts of vandalism or damage to the property of the Park Owner or of other customers using the Park. In particular but without prejudice to the generality of the forgoing no swearing abusive or offensive behaviour will be tolerated towards the Park Owners, their staff or other customers.
- 16. It is forbidden to carry offensive weapons, or other objects likely to give offence on the Park, or to interfere with or disturb any flora or fauna on the Park.
- 17. The use of recreational drugs on park will not be tolerated, unit owners and their guests identified in participating in such activities will be required to leave park with immediate effect.
- 18. Everyone using the Park is required to comply with the regulations of the Park License and any other statutory Authority.
- 19. Access is not permitted to the Farm or Residential Park. Building materials or other plant must be left undisturbed.
- 20. No commercial enterprise or business activities may take place on the park.
- 21. The lighting of any fire outside the Unit and within the boundaries of the Park is strictly forbidden. Barbecues must be raised at least 12" from the ground and used charcoal once cooled placed in dustbins provided. **NO Disposable barbecues** are permitted. For the avoidance of doubt fires include log burners, fire baskets, Chinese lanterns, awning heaters, patio heaters and any other similar items all of which are prohibited. Customers should familiarise themselves with the location of the fire extinguishers around the Park. In times of excessively dry weather or drought, we reserve the right to ask you to not light or ask you to put out any barbeques if we deem the same to be a fire risk.
- 22. No garden hoses are to be installed.
- 23. Overhead wires are not permitted.

- 24. Any Unit Owner, Customer visitor who breaches the Park Rules will be removed from the Park. The Park Owner reserves the right to refuse admission at their discretion.
- 25. No unauthorised groups permitted.
- 26. No bookings over 14 nights, without express written agreement.
- 27. No drones or other remote control aerial flying devices may be used on site or on any adjacent land owned by the Park Owner. No access to farmland or non-site areas is permitted.
- 28. Pitches adjacent to boundary hedges are subject to the following express conditions: a) No BBQ may be lit or placed between the rear of the Unit and the boundary hedge. b) Your motor vehicle must be parked front towards the hedge, so the exhaust is pointing away from the hedge and the engine must not be run for excessive periods so as to cause a nuisance to neighbours c) Please be considerate to any adjacent residential neighbours.
- 29. If any one of these Terms and Conditions or rules is deemed in a Court of England or Wales to be unenforceable or null and void then all other terms and conditions and rules shall remain in full force and effect.

Static, Seasonal and Storage specific (in addition to the above)

- 30. No hiring or subletting of the Unit is permitted and the Unit is strictly for holiday use by the Unit Owner between 1st April and 1st October and at other times as advised outside of these dates in each year and must not be used as a permanent or main place of residence.
- 31. The Unit Owner is responsible for the cleanliness of the pitch whilst on the Park. In particular and without prejudice to the generality of the above, the Unit Owner must keep the grass around their pitch cut and tidy at all times. No bikes and or other items should be stored and left out when the Unit is not in use and the Park Owner reserves the right to ask the Unit Owner to remove such items and if the Unit Owner refuses or fails to do so within a reasonable period, the Park Owner may dispose of such items without any liability whatsoever to the Unit Owner.

- 32. No storage containers are permitted on the pitch without express written consent of the Park Owner.
- 33. No paving slabs fences or other permanent or semi-permanent structures may be laid around the Unit without the express written consent of the Park Owner.
- 34. Telephones may not be installed.
- 35. The exterior finish of static caravans whether as to colour or construction of the Unit shall blend agreeably with its surroundings and in the event of change during the currency of the Agreement, the Park Owner's permission and approval shall first be obtained in writing and the Park Owners decision shall be final.
- 36. No gardens may be created and trees and shrubs may not be planted around the Unit. No fences shall be erected.