

## TOURING CARAVAN SITES TERMS AND CONDITIONS

These Terms and Conditions apply to the use of the touring caravan site owned by <<Name of Owner>> ("**Owner**"). The Terms and Conditions form the basis of your contract with the Owner so please read them carefully before making a reservation.

### 1. Definitions

- "**Booking Confirmation**" means the confirmation of booking provided to the Customer once the booking has been accepted;
- "**Booking Deposit**" means the sum of the Booking Fees;
- "**Booking Form**" means the booking form completed by the Customer for booking the Pitch;
- "**Customer**" means the person who books the Pitch;
- "**End Date**" means the last day of the Licence Period;
- "**Fees**" means the fees specified in the Booking Form;
- "**Licence Period**" means the period of stay specified in the Booking Form;
- "**Pitch**" means a touring caravan pitch of a type identified in the Booking Form;
- "**Site**" means the site known as <<Name of site>>;
- "**Start Date**" means the first day of the Licence Period.

### 2. Booking and Payment of Fees

- 2.1 A booking is made by submitting the Booking Form and paying the Booking Fee.
- 2.2 The Customer must pay the Booking Deposit to the Owner within <<insert number of days, e.g. 14>> days of the date of the Booking Form.
- 2.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Customer a Booking Confirmation. At this point a binding contract exists.

### 3. Payment of Fees

- 3.1 The Customer must pay the Booking Fees due to the Owner on or before the Start Date.

### 4. Cancellation of Booking

- 4.1 If the Customer cancels the booking more than <<insert number of days, e.g. 14>> days before the Start Date, the Customer will be liable to pay the Booking Fee and all other sums (if any) paid by the Customer.
- 4.2 If the Customer cancels the booking less than <<insert number of days, e.g. 14>> days before the Start Date, the Customer will be liable to pay the Booking Fee and all other sums (if any) paid by the Customer.

- days, e.g. 14>> days, but will refund all other sums (if any) paid by the Customer.
- 4.3 If the Customer has not been in contact with the Owner by 10pm on the Start Date and has not retained the Deposit, the delay the Customer will be deemed to have caused the Owner shall be entitled to retain the Booking Fee and all other sums (if any) paid by the Customer.
5. **Owner's obligations during the Hire Period**
- 5.1 The Customer may use the Site as the Owner has designated for shared use [subject to the following conditions] leading to the Pitch to go to and from it.
- 5.2 The Customer may use the Site as the Owner has designated for shared use [subject to the following conditions] << >> per adult per day and £<< >> per child per day.
6. **Customer's obligations during the Hire Period**
- 6.1 The Customer agrees to the following conditions:
- 6.1.1 To position the tent and other items on the Pitch so that they are at least 6 metres apart from other tents.
- 6.1.2 To use the Pitch in a careful manner and to keep the Pitch clean and tidy.
- 6.1.3 To use the Site in a careful and careful manner.
- 6.1.4 To place all items on the Pitch in the manner(s) provided for the Pitch by the Owner.
- 6.1.5 That any caravans or motorhomes placed on the Pitch will not exceed the maximum weight breakdown of the Pitch Fee.
- 6.1.6 That the Pitch will not be used by more than the number of people allowed for in the Pitch Fee.
- 6.1.7 That children will not be used at all times on the Site.
- 6.1.8 That any vehicle used on the Site shall be roadworthy and have a valid tax disc and be driven by a driver holding a full current driving licence.
- 6.1.9 Not to drive a vehicle on the Site after 11pm or before 8am.
- 6.1.10 [Not to form a queue of more than:  
a) 4 families  
b) 4 couples  
c) 4 single people  
on the Site.]
- 6.1.11 Not to do anything which causes nuisance to or cause damage or annoyance to the Occupiers of the Site.
- 6.1.12 Not to play a radio or other audio device after 11pm or before 8am or at any time in the minimum between those hours.
- 6.1.13 Not to use the Site for immoral purposes.

- 6.1.14 Not to cause or allow any dangerous or inflammable substance to collect in or around the Site from those designed for use with outdoor cooking equipment.
- 6.1.15 [Not to bring any dogs onto the Site.]

OR

[Not to bring any dogs onto the Site other than a single well behaved dog.]

OR

[Not to bring any dogs onto the Site without first obtaining the Owner's written consent to any conditions imposed by the Owner.]

- 6.1.16 Not to smoke in any areas other than designated smoking areas.
- 6.1.17 To park vehicles in any areas designated by the Owner or the Owner may designate.
- 6.1.18 Not to leave any items or hang any washing in the communal areas or on the Pitch except in areas designated for that purpose.
- 6.1.19 To comply with any rules or regulations which the owner of the Site or its agents may make in the interests of good management of the Site.
- 6.1.20 At the end of the Customer's use to remove the Customer's belongings from the Pitch and leave the Pitch clean and tidy so that the Pitch is ready for immediate use by the next Customer.

## 7. Termination

- 7.1 If there has been a breach of any of the Customer's obligations or if the behaviour of the Customer or his guests is unacceptable to the Owner, the Owner may with immediate effect terminate the Customer's licence to use the Pitch and the Pitch must be vacated and no refund will be given.

## 8. General

- 8.1 Any obligation on the Customer to do an act or thing includes an obligation not to do such act or thing.
- 8.2 To the fullest extent permitted by law, the Owner's liability for any loss or damage suffered by the Customer or his party shall be limited to the extent of the Owner's employees sub-contractors or agents.
- 8.3 Whenever there is a breach of the terms and conditions of the contract between the Owner and the Customer their obligations shall be joint and several against each of them.
- 8.4 The Owner and Customer agree that the contract between them

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should be enforceable under the Contracts (Rights of Third Parties) Act 1999.

by virtue of the Contracts (Rights

8.5 An obligation in the contract to pay money includes an obligation to pay Value Added Tax on that payment.

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8.6 This contract between the Customer and the Supplier shall be governed by the law of England and Wales.

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