

# Terms and Conditions of Hire

Please read this document carefully before accepting these Terms and Conditions as you are entering into a contract with us.

## 1. Contract

A Contract shall come into existence only if and when we issue a hire invoice and booking confirmation. The Contract shall be deemed to have been made at our offices at Mercia Marina and be subject to English Law and the exclusive jurisdiction of the English Courts. These conditions of hire form the basis of our contract with you.

## 2. Terms

Prices apply from the week in which the greater number of nights are taken. Where a holiday crosses two different bands the price will be automatically calculated to reflect this. Included in the price is the provision of bed linen, towels, access to brick built barbeques in designated areas, electricity and gas. VAT is included at 20%.

## 3. Parties

The accommodation shall only be used by the persons listed on the booking form, unless changes are agreed in writing with us prior to arrival. The total number in your party shall not exceed the capacity of the holiday home as advertised. Babies under 2 years are not counted as a member of your party for this purpose.

We will do our best to accommodate you in your preferred choice of lodge/lodge type. However, should it be necessary for any reason, we reserve the right to substitute alternative accommodation of a similar quality.

All male or all female groups are accepted only at our discretion and with our specific permission.

Should you arrive at the holiday park with a group which does not meet these criteria we reserve the right to refuse the use of the accommodation. You may be asked to pay a security deposit at time of take-over.

We also reserve the right to refuse to hand over accommodation to any person(s) who, in our opinion, is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full and the Contract shall be cancelled.

If, in our opinion, any person(s) is not suitable to continue the holiday because of unreasonable behaviour, damage to property, or annoyance to the holiday makers, the Contract may be terminated. In this event the hirer shall remain liable to pay the hire price and no refund will be due.

The accommodation must be left in a clean and tidy state when vacated and any breakages or damage to units must be paid for before departure. We reserve the right to charge for any abnormal cleaning which may be necessary. All accommodation is non-smoking and no pets

are allowed unless specified; an additional cleaning charge of £150 will be made to those who fail to observe these rules.

We have the right to enter any accommodation (without prior notice if this is not practicable or possible) if special circumstances or emergencies arise.

We try to provide wheelchair access onsite wherever practical, but some lodges and facilities may not provide such access. It is essential that such parties state any special needs at the time of booking and we will do our best to accommodate them or point out which facilities may be unsuitable.

## **4. Payments**

### **4.1 Deposit**

When booking you must pay the Initial Payment due. This initial payment deposit is part payment towards the cost of your holiday.

### **4.2 Balance**

The balance is due 6 weeks before your holiday start date. For bookings made within 6 weeks of your holiday start date, the full monies are payable at the time of booking. If payment is not made according to these terms we reserve the right to cancel your holiday and retain the deposit paid.

## **5. Cancellation**

If you have to cancel your holiday for any reason, send us written notification and your cancellation will be effective from the date of receipt. If you cancel more than 6 weeks before the start date your deposit will be forfeited.

If you cancel less than 6 weeks before the start of your holiday a refund will not be due.

## **6. "Force Majeure"**

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to force majeure.

Circumstances amounting to force majeure include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your holiday home (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

In such an event we will endeavor to offer you alternative holiday accommodation if available. If we cannot do so or if you do not wish to accept the alternative we offer, we will refund all monies you have paid to us in full. Where any cancellation or change results from force majeure, our liabilities are limited to offering you an alternative holiday home (where

available) or full refund as set out above. We regret we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

## **7. Occupancy**

Occupancy shall be from 3 pm on the day of arrival to 10 am on the day of departure, unless special arrangements have been made (the housekeepers have only a limited time to prepare the property for the next guest and you are asked to respect this).

## **8. Pets**

Dogs are welcome on payment of an additional charge of £25 per week/short break except in certain lodges which are kept pet free. There is no charge for guide dogs. Bring your pet basket and bowl with you and try to keep pets off bedding or other soft furnishings. Dogs must not be bathed or showered in the lodge bathrooms or in any of the facility blocks or amenities at Mercia Marina. An additional cleaning charge of £150 will be made to those who fail to observe these rules.

Only well-behaved pets should be left unattended in the lodge and then only for short periods of time. Any damage caused by dogs will be charged for.

When exercising your dog around the marina it must be on a short non-extendable lead. The only exception is the dog walking fields which are marked on the marina map. Please clean up any fouling without delay; special bins are provided around the marina and in the public areas.

Maximum of 2 well behaved dogs per lodge.

In the interest of visitors' safety, and following recent government legislation, we are sorry we are unable to accept the following types of dog; American Pit Bull Terrier, Japanese Tosa, Fuila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation. Any other type of pet which could present a danger or alarm to other visitors is also excluded.

## **9. Vehicles**

Your vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of negligence of our employees or agents. Please note that there are only 2 allocated parking spaces for each lodge. A 10mph speed limit is in force around the marina.

## **10. Liability**

We cannot accept liability for any damage, expenses, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause other than in the case of the negligence of our employees or agents.

You are strongly recommended to take out appropriate personal insurance for your holiday.

## **11. Shortcomings**

You must notify us of any shortcomings with your lodge immediately so that corrective action can be taken. We cannot accept liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your holiday and write to us within 28 days of the end of your holiday.

## **12. Damages**

All damages to the lodge and its contents are chargeable and must be reported to the reception as soon as possible. Before every booking our staff check that there is no damage to the lodge or its contents to ensure you have an enjoyable holiday experience with us. On some longer holiday bookings, we reserve the right to charge a refundable damages deposit on the booking of the lodge. We will notify you at the time of booking if this applies.

## **Privacy Policy**

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

## **Information Collected**

We do not collect any personal information from visitors to our website other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user. Cookies are not used to collect any other information from visitors to the website. Visitors interested in requesting more information can provide contact details via a fill-in form. Visitors cannot be contacted unless such information is given. Visitors are also invited to give additional company information but a decision not to do so does not affect any subsequent negotiations or discussions.

## **Use of Information**

The information collected will be used to contact you with further details of our current activities or to send details of future initiatives or events. It may also be used for research purposes. You can inform us at any time if you no longer require such information to be sent.

If you provide your email address to us, you agree that we may send information to you by email in relation to our Services and in relation to any new services, initiatives or events. You will have the opportunity to unsubscribe from any such emails at any time.

We will share your details with our booking system, SuperControl for the purpose of them delivering their service to us. For example they provide a verified reviews service called UpFrontReviews and we may ask them to send you an email invitation to submit a review about your stay. We will NEVER sell your details to any third party. You consent to us providing your details to SuperControl in this way. You will have the opportunity to unsubscribe from any such emails at any time.

## Third Party Disclosure

We will NEVER pass any personal information on to any third party without your consent.

## Data Security

We take appropriate measures to safeguard the information we hold from unauthorised access or improper use. Our database is stored in a secure, password protected location. Only users authorised by us have access to this data.

## Integrity of Data

We take all reasonable measures to ensure that the information we hold is accurate. In particular we use reliable collection methods and destroy or convert to an anonymous form, any out-of-date data. Individuals may request details of all personal information held by us so as to contest inaccurate or incomplete data, verify the information and have it corrected as appropriate.

## Children

Our website is not targeted at children but in any event personal information will not knowingly be collected from children under fourteen years without parental consent.

## Enforcement

Any queries relating to our collection or use of personal information should be addressed to [tony@merciamarina.co.uk](mailto:tony@merciamarina.co.uk).