**Astrality Holidays Booking Terms and Conditions**

**Booking your break**

1. When you book your holiday your agreement will be with Astrality Holidays . Please read these terms carefully as they set out our respective rights and obligations. In these terms, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

2. The agreement. There will be a contract between you and Astrality Holidays (Maureen Frost trading as), when we send you a booking confirmation. These terms are part of your contract with us. The person making the booking accepts the contract on behalf of all members of your party and is responsible for making sure they accept the contract; and accepts financial responsibility for payment of the booking on behalf of all members of the party. We can’t accept bookings from anyone under the age of 18.

3. If you book more than 8 weeks ahead. When you book your holiday you will need to pay a deposit. The standard deposit to secure your booking is calculated based on the holiday value as set up below.

Total Holiday Price Standard Deposit

Up to £299 £75

£300-£499 £85

£500-£999 £100

£1,000+ £200

The balance of your holiday must be paid 8 weeks before the start of your holiday. If you do not pay the balance for your holiday when it is due, we may treat your holiday as cancelled. Any cancellation will be subject to the cancellation terms set out in clause 38.

4. If you book less than 8 weeks ahead you must pay the full amount of the holiday at the time of booking. Payment can be made by bank transfer details on our website.

**Who’s in your party**

5.. When you book we need you to give the names and ages of everyone in your party. Any guests under 18 must be accompanied by at least one adult

6. VISOR. We do not accept bookings from or allow anyone to stay on a holiday park who is or has been listed on the Violent and Sex Offenders Register (or any register which supersedes this), or anyone who is subject to a Sexual Risk Order, Child Abduction Notice or any similar order, court proceedings or register. By making a booking, you are confirming that no one in your party is or has been on any such register, subject to any such order or otherwise the subject of any such court proceedings. If we do cancel your booking under this clause you will be subject to the cancellation terms set out in clause 38.

7. Pets.

You are welcome to bring 1 large or 2 small dogs. Please see condition in clause 15.

**The price of your holiday and what it includes**

8. Prices.

The most up to date prices for accommodation are on our website. The price confirmed when you book is the final price and will not change unless you alter your booking. Astrality Holidays is not Vat registered and no VAT will be added to your holiday cost. We have full public liability insurance but recommend you consider taking out travel insurance to protect you against cancellation due to illness and other factors. Please include your booking reference number as the payment reference.

9. Cots and highchairs. Travel cots and highchairs may be hired from the park reception at an additional charge, subject to availability. You need to request these when you book. A deposit may be required on arrival. You will need to bring your own cot linen.

10. Bed linen/towels. We provide all bed linen other than cot linen and towels. Please bring your own beach and pool towels and keep those provided within the caravan

11. Entertainment passes are required if using swimming pools or participating in Bingo. These need to be purchased from the park reception on arrival and current prices are displayed on our website, These are set by Park Holidays who own the site and are not within our control.

**What you need to know before you book**

12. Guests with additional needs and requirements. Due to the size of the caravan it is not accessible for wheelchair users as the corridors are too narrow. The park is flat and ideal for parents with prams/pushchairs. We will provide a welcome pack including milk and bread and will ask you to choose the type of each you prefer when confirming your booking

13. Holiday use. As our parks are holiday parks we don’t accept bookings if you want to stay for work or use the park as a base to travel to work or for residential use. The maximum stay is 14 days.

14. Pets. Dogs are welcome. A maximum of two dogs are permitted per booking. Some breeds of dog, including those listed in the Dangerous Dog Act are not allowed so check when you book. Please enquire before you book whether other pets are allowed.

Please note, there are restrictions regarding when you can take your dogs onto beaches, as well as which parts of the beach you can take your dogs onto.

Dogs must be kept on a lead under the control of a responsible adult at all times and wear a collar with identity tag. You must clean up after your pet. Pets (other than registered assistance dogs) are not allowed in any communal facilities or play areas. Pets should not be left unattended and must not be allowed on bedding or seating. If the park staff think your pet is causing a nuisance or damage you will be required to remove it from the park.

**When you arrive**

15. Who’s in your party. Only those people on your booking can occupy your holiday home and anyone not named on your booking could be asked to leave the park. In these circumstances no refund or compensation will be given. You must bring ID with you as you may be asked for this on arrival or during your stay and to purchase entertainment passes.

16. Numbers in your party. The total number in your party (including children and babies) must not exceed the maximum capacity of the holiday home in this case 8.

17. Check-in times. Your accommodation will be available from 3pm on your arrival day. If you think you may arrive after 7pm please let us know. If your accommodation is not occupied by 10am on the day after your arrival day and you haven’t told us you will be arriving late, we will treat your booking as cancelled and may re-let the accommodation.

**When you're on holiday**

18. Children. All children must be supervised by parents or another responsible adult throughout the holiday. Where there are children’s clubs, special programmes of events and other facilities for children these are not childcare facilities and children remain the responsibility of their parents or guardians at all times. Please make sure you always know where your children are.

19. No smoking. Our accommodation is non-smoking, and smoking and use of E-cigarettes is not permitted. If you do smoke in your accommodation you will be required to pay an additional fee of £80 for deep cleaning. It is against the law to smoke in buildings open to the public and we provide outdoor smoking areas are provided by the park. E-cigarettes are not permitted in park facilities, swimming pools, entertainment complex, bar or restaurants.

20. Use of your holiday home. We have the right to enter your accommodation by prior arrangement for maintenance purposes or in special circumstances and in emergencies

21. Your personal possessions. You are responsible for your personal possessions on park and in your holiday home and we aren’t responsible for any loss or damage to these. If you leave personal possessions behind at the end of your holiday we’ll try to return them but are not responsible for them and this will be subject to the postage of such items being paid.

22. Park facilities. For health and safety reasons some facilities and activities have age and/or height restrictions. Children under the age of 8 must be supervised by an adult in the swimming pool and one adult may not supervise more than two children under 8. . At busy times access to facilities may be restricted and a booking system may operate. The park may have to close facilities (e.g. for health and safety reasons, maintenance or reasons beyond their control) and we are not liable to compensate you if so.

Wi-Fi service is available in the caravan and in park facilities. It is provided on an “as is” and “as available” basis and we make no warranties or representations whether express, statutory or implied in relation to such Wi-Fi service. We do not warrant or guarantee the availability of any Wi-Fi service or the performance of the internet or that the transmission of information over the internet will be secure or that the internet will be accessible at all times or at the speeds indicated by us. You will be required to agree to terms of use when registering to use a Wi-Fi service and must comply with those terms of use at all times. Access codes and passwords will be available in the caravan

23. Entertainment. You can purchase entertainment passes which you will need to show to access facilities and entertainment. Any day visitors you have will need to buy day entertainment passes to access facilities and entertainment. You are not permitted to bring your own alcohol or other drinks into the entertainment complex, bar or restaurants. Lighting and flash photography may be used during some entertainment.

24. Gambling restrictions. If any member of your party has self-excluded themselves from any other gambling premises, they must highlight this to the park management on arrival. We cannot accept any liability for any losses incurred where a guest has not informed reception of their self-exclusion.

25. Use of Golden Sands Holiday Park. Guests staying at Dawlish Sands are permitted to use the facilities of Golden Sands approximately 5 minute walk away. Please note that the entertainment complex and pool are at the far side of the site and it is located on hills. You can take your car across but parking is limited

26. Your car and other vehicles. You should comply with speed limits, parking and traffic regulations on the park. We provide 1 parking space next to your holiday home. Vehicles are brought into the holiday park at your risk and we are not responsible for loss or damage to these except where it is caused by our negligence or fault. Quad bikes, segways, hoverboards and similar, pickup and any commercial or working vehicles including large vans aren’t allowed on park. Commercial vehicles will be turned away from the park and in this event no refund will be given. Please note the park does not currently have a facility to charge hybrid or electric cars. You are not permitted to charge your car using the holiday home electricity.

27. Behaviour on park. Our parks are family holiday parks so please ensure your behaviour is appropriate and not noisy, offensive or likely to cause any harm or upset to other guests, staff or property at the holiday park. If the park staff feel your behaviour is illegal, offensive, disruptive or inappropriate or is disturbing other guests you may be asked to leave the holiday park and no refund will be given.

28. Filming and photography. The Park sometimes has TV and other companies filming or taking photographs on park. They will do all they can to ensure you are not disturbed by this. We can’t accept any responsibility or offer any financial award if you do appear in films or photographs. No photography is allowed in swimming pool areas. The use of drones is not permitted at any holiday park.

**When it’s time to leave**

29. Departure time. You should leave your accommodation by 10am on your departure date. Please return the key to Park reception

30. Leaving your holiday home. At the end of your holiday please leave everything in a clean and tidy condition. You will be required to pay for any damage you cause to your holiday home during your stay.

31. Feedback. We welcome your review on our Facebook page, Google or Trip Adviser. We do all we can to make sure you enjoy your holiday but sometimes things may go wrong. If this happens please phone us on 07717 130226 straight away and we will try and put things right during your stay.

**If you need to make a change or cancel your booking**

32. Alterations to your booking. Once there is a contract, if you need to make changes to your confirmed booking, you must contact us as soon as possible by email at info@astralityholidays.co.uk or by calling us on 07717 130226. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change in respect of new dates.

We do not accept any major changes to bookings within 8 weeks of your start date. If your requested change can be accommodated, your confirmed booking will be treated as cancelled in accordance with clause 38 and a new booking made on the current pricing structure.

33. Cancelling your booking. If you decide to cancel your confirmed booking, please contact us as soon as possible by calling us on 07717 130226. The date that you contact us is the date of the cancellation.

Should one or more members of your party cancel, the cost for the caravan remains the same but please advise us to avoid unnecessary making up of beds etc

Because we incur costs in cancelling your booking, you will have to pay cancellation charges as follows:

Number of days prior to arrival that cancellation notification is received

* Cancellation Charge more than 8 weeks the full standard deposit
* 4-8 weeks 50% of the total cost
* Less than 4 weeks 100% of the total costs

We recommend that you take out travel insurance to cover this eventuality

Wherever possible we will endeavour to re-let the caravan. If successful then we will refund all monies to you less any discount we have to give to replace your booking

34. Cancellation by us. Very occasionally, we may have to cancel your booking. If we have to do so we will tell you as soon as possible and you can choose either to have a full refund, or accept any alternative arrangements offered to you (we’ll give you a refund of the price difference if the alternative is less expensive than the one you booked). We will have no further liability to you for this\*.

35. Website accuracy. We have taken all care to make sure our website is up to date. However, occasionally things relating to third parties may have changed without our knowledge and we can’t accept responsibility for these. Photographs of the accommodation are representative and will reflect current décor. We are not responsible to you for unforeseen events or matters over which we have no control

36. Our responsibility for loss or damage suffered by you.

We have public liability insurance and are responsible to you for foreseeable loss and damage caused by us.

Our responsibility for any foreseeable loss or damage suffered by you which is caused by us is limited to the cost of your holiday. We do not operate the local attractions or park facilities or act as an agent for these, and so we are not liable for any damage or loss you may suffer when buying tickets or visiting the attraction. We are only responsible to you for the services we have agreed to provide to you, as included on your booking confirmation. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. Your statutory rights are not affected by anything in these terms and conditions.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services we’ve agreed to provide to you.

We will not be responsible or pay you compensation for any loss or damage suffered by you if it results from:

the acts and/or omissions of the person affected; or

the acts and/or omissions of a third party unconnected with the provision of the services we’ve agreed to provide to you; or

Events Beyond our Control (see clause 42).

You must notify us of any complaint or claim you have in writing as soon as it occurs.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

37. Events beyond our control. Except where otherwise expressly stated in these terms, we are not responsible for events beyond our control. This means any event beyond our or our suppliers’ control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include war and acts of terrorism (and threat of these), civil war, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute and labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or our supplier’s control.

38. Keeping safe the information you have given us. The information you give us in connection with your booking is held by Maureen Frost, Astrality Holidays (as a data controller) in accordance with the Data Protection Act 2018 and the EU General Data Protection Regulation 2016 (as applicable). We use this information to help us to provide and improve our service to you and to provide you with information about your holiday. We may disclose this information to our agents, contractors, insurance brokers and their advisers, and to others if we are legally required to do so, or where we believe it is necessary to protect our or another person’s rights, property or safety. Where you make an enquiry or purchase with us, we will process your data for marketing purposes.

If you do not want us to send future marketing information about our holiday offers please confirm this by email. The park management use CCTV cameras at some locations at our holiday parks for crime prevention and safety reasons.. You should ensure other members in your party know about the information you provide and how we use it and agree to it. For further information on how we process your personal data please see our privacy policy at www.astralityholidays.co.uk

39. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of the contract in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the contract in either the Northern Irish or the English courts.

40. Changes to terms. Astrality Holidays may change these terms from time to time. If we do so then we will notify you by email and by posting the new terms on our website

41. How to contact us. If you need to contact us please call on 07717 130226 or write to us at Astrality Holidays, 113 Barton Hill Road, Torquay, Devon or email info@astralityholidays.co.uk.

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