

# Holidaymaker Booking Terms and Conditions

for

## Shardlow Marina Caravan Park

### Part I

#### Your booking

##### Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us. We will do our very best to help.

**Park owner** (referred to as “we/us/our” )

**Business name:** Ron Grundy (Melbourne) Ltd

**Park Name:** Shardlow Marina Caravan Park

**Address:** Shardlow Marina, London Road, Shardlow, Derby, DE72 2GL

**Office opening hours:** 9am-5pm daily, except Tuesday 9am-1pm

**Telephone:** 01332 792832

**Email:** [info@shardlowmarina.co.uk](mailto:info@shardlowmarina.co.uk)

**Evening/Night-time emergency contact number: 07516 407872 For genuine emergencies only.**

#### Who may stay with us

2. The person who completes the Online Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.
3. Only the people named on the Online Booking Form may stay with us.
4. Your booking is personal to you and you cannot assign or transfer it to any other person.
5. If you request a booking for more than two people, we may ask you to provide evidence to our reasonable satisfaction that you are all couples or all members of the same family.
6. If you request a booking for more than one Pitch, then we may contact you before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for.
7. You must tell us if your booking request is connected to any other booking, for example because you know the other party or you share a common purpose in visiting the Park. If you do not tell us about a connection, we may cancel your booking immediately and (if your stay with us has started) require you to leave the Park. You will not be entitled to a refund

## **How to book**

8. Bookings can be requested via our website at [www.shardlowmarina.co.uk/gembookings](http://www.shardlowmarina.co.uk/gembookings)

9. You must tell us your full requirements, for example if you are bringing any vehicles, tents or other structures. We need this information when deciding whether we are able to accept your booking and we may not be able to accommodate changes. Where we are able to do so, there may be an additional charge.

10. You must tell us if you require access to our Accessible toilet & shower facilities. We operate a separate access system to these facilities so that they are available only for guests with physical disabilities.

11. A contract exists when we have issued our confirmation to you.

12. Please check our confirmation carefully to see that it reflects your wishes. Please let us know of any difference within seven days, unless your holiday is to start within 14 days in which case you should inform us within 24 hours.

13. We reserve the right to refuse any booking.

## **The price you pay**

14. Our prices include VAT.

15. The price will not be subject to any change unless the rate of VAT changes.

16. When you request your booking, you must pay in full.

17. Please make sure that you book all the dates you need. We are not able to guarantee that we will be able to extend your booking.

## **Arrivals and departures**

18. You may arrive between 12 noon and 7pm.

19. You must tell us by 5pm if you are likely to arrive later than 7pm. You may not arrive after 7pm without our prior permission. For bookings of more than one night, the earliest you may then arrive on the next day is 10am. We ask you not to arrive between 11am and midday.

20. If you fail to arrive on your booked arrival date, and you do not contact us by 12 noon on the day after your expected arrival, we may release your booking. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

21. You must vacate by 11am on the day of your departure. An additional charge may be made for a late departure. Your access fob must be placed in the letterbox on the access barrier upon departure.

22. We will try to allocate you the location of your choice on the Park, but bookings are not conditional on this.

23. Your location on the Park and directions to it will be confirmed on arrival. If you are in any doubt, please check with us. Any guest staying in the wrong location may be required to move.

## **Changes caused by exceptional circumstances**

24. We may make reasonable changes to our Services. Our changes may reflect changes in relevant laws, guidance and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.

25. If we make changes which mean we can only provide your holiday in a radically different way, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. We prefer that you postpone rather than cancel but will always allow you to cancel where the law gives you the right to do so.

26. If the law prevents us from performing our obligations under these Terms & Conditions **at all**, for any reason which is not the responsibility of either party, we may ask you to postpone but will allow you to cancel if you prefer to do so. For these purposes, reasons which are *your* responsibility include any arising from your personal circumstances. Examples are ill health (except if the law prevents you from visiting or staying with us in consequence, for example because you are legally required to self-isolate) and any restrictions arising from your chosen career.

27. If you decide to cancel where clause 25 or clause 26 applies and your holiday has not started, then we will refund your booking. If your holiday has started, then we will refund any days unused. We will not charge an administration fee, and we will only deduct any costs we have already incurred which we cannot recover elsewhere ( 'Direct Costs' ). We will not be liable to make any other payment to you.

28. We may also cancel your holiday, or any unused days, if Government guidance means that you should not visit or stay with us, even if the law still allows you to do so. If we cancel and your holiday has not started, then we will refund your booking in full . If your holiday has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee and we will not deduct any Direct Costs.

## **Other cancellations**

29. We prefer that customers who are unable to take their holiday agree to postpone to a mutually convenient date. However, you may cancel your holiday at any time. Cancellation will be effective on the date it is received by us.

30. If you cancel under clause 29, cancellation charges are payable as follows unless you are doing so because we are in serious breach of our obligations in these Terms and Conditions.

**Cancellation received more than 90 days before start date** Full refund minus £10 administration fee. Or full credit to be used towards another stay beginning within 12 months of the cancellation date, minus £5 administration fee.

**Cancellation received more than 14 days but no more than 90 days before start date** Charge is 25% of holiday price; 75% refund. Or full credit to be used towards another stay beginning within 12 months of the cancellation date, minus £15 administration fee.

**Cancellation received more than 7 days but no more than 14 days before start date** Charge is 50% of holiday price; 50% refund. Or full credit to be used towards another stay beginning within 12 months of the cancellation date, minus £15 administration fee.

**Cancellation received 7 days or less before start date** Charge is 100% of holiday price; no refund or credit.

31. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 25 or clause 26 applies or if we are in serious breach of our obligations in these Terms and Conditions. If we are in serious breach of our obligations, we will refund you for the days of the holiday which have not been taken.

32. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 51-52 give further details.

33. We recommend that you consider appropriate holiday insurance which covers any cancellation charges and any additional losses which you may incur through cancellation of your holiday, whether by you or by us. We are only responsible for any additional losses if you were entitled to cancel because we were in serious breach of our obligations to you and the losses were both directly caused by our breach and reasonably foreseeable by us when the booking was made.

### **Authorised means of payment**

34. You may pay us in any of the following ways:

By credit card payment via our Online Booking System. We accept the following

cards: Visa; Mastercard

By debit card payment via our Online Booking System.

### **Complaints**

35. We are confident you will be happy with our service. If you have any complaint, we encourage you to discuss it with us as soon as possible as this gives us the best chance of resolving it with you. If you remain unhappy, please contact us again within 7 days of your departure and we will try to help. Complaints which are not brought to the attention of the office staff during your stay cannot be dealt with once you have left the site.

Please refer to:

**Name/Job title:** Mr R A Grundy – Managing Director

**Email:** [manager@shardlowmarina.co.uk](mailto:manager@shardlowmarina.co.uk)

### **Personal data**

36. Any personal data you give to us will be processed in accordance with the law and our privacy policy.

Location of privacy policy: [www.shardlowmarina.co.uk/terms-policies/](http://www.shardlowmarina.co.uk/terms-policies/)

### **Our promises to you**

37. We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.

38. We will provide, maintain and keep in good state of repair the Services, except where these have to be interrupted temporarily for the purposes of repair or development or for other reasons caused by exceptional circumstances outside our control.

39. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.

### **Your promises to us**

You agree that you will:

40. Keep to these Terms and Conditions and the Park Rules.

41. Stay with us only for holiday and recreational purposes.

42. Pay promptly for your holiday and other charges due to us.

43. Not cause any damage during your holiday.

44. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Park in a conspicuous place. For example, the conditions of the Site Licence which may affect you include those requiring the space between caravans and other structures to be kept clear, those prohibiting combustible structures, those regarding car parking and those requiring the underside of caravans to be kept clear.

45. Not make any alteration to any Pitch.

46. Permit us to move you to another location on the Park if necessary. We will ensure that any alternative location will be of similar quality.

### **Behaviour standards**

These standards will apply from when you request your booking until your holiday ends. Unless stated otherwise, they apply whether or not you are on the Park at the time.

You agree to, and you must make sure that you, your party and any visitors (including, in each case, their children), keep to the following standards of behaviour:

47. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.

48. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.

49. Not to:

49.1. Commit any criminal offence (whether or not on the Park or in its vicinity) which causes your name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

49.2. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 49.1) at the Park or in its vicinity;

49.3. Commit any acts of vandalism or nuisance on the Park;

49.4. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;

- 49.5. Keep or carry any firearm or any other weapon on the Park;
- 49.6. Keep or use any unlawful drugs on the Park;
- 49.7. Create undue noise or disturbance or commit antisocial behaviour on the Park;
- 49.8. Carry on any trade or business at the Park;
- 49.9. Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Park.
50. You agree that if you or any of your family members or visitors or guests whom you have invited to the Park break the behaviour standards listed above then we may terminate your booking.

### **Cancelling the booking because you are in breach of these Terms and Conditions**

51. We may cancel your holiday if you are in serious breach of your obligations in these Terms and Conditions and the breach is **not** capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property) by serving upon you reasonable notice in writing to cancel your booking. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances. In appropriate cases, this may mean requiring you to leave the Park immediately.

52. If you are in breach of any of your obligations under these Terms and Conditions which **is** capable of being remedied (for example, a failure to comply with the behaviour standards in clauses 47-50 which has not caused a breakdown in the relationship between you and us) we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together cause a breakdown in the relationship between you and us, we are entitled to write to you to cancel your booking. In appropriate cases, the warning we give you may be very short and we may then require you to leave the Park immediately.

### **Changing the Park Rules**

53. It may be necessary or desirable to change the Park Rules from time to time, including for reasons of health and safety, the efficient running of the Park, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing using your contact details at the address on the Booking Form.

54. Any changes made to the Park Rules after we accept your booking may affect you because you will be required to comply with the changed Park Rules, but will not affect anything else to which you are entitled under these booking Terms and Conditions.

### **Communications**

55. We agree that any letters or other communications between us shall be sent using the details for us in these Terms and Conditions and for you on the Booking Form. Email may be used.

## **Interpretation**

56. "**Park Rules**" means the rules of conduct and practice issued by us from time to time and applicable to the Park. The Park Rules which currently apply to your booking are in Part II of these Terms and Conditions.

57. "**Pitch**" does not include any part of the Park except that on which the accommodation in which you are staying stands.

58. "**Services**" means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch. Services for which we make a separate charge are provided under separate agreements and not these Terms and Conditions.

59. "**Site Licence**" means the caravan Site Licence applicable to the Park issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

60. "**You/your**" means the person making the booking and all members of their party excluding children under 18. Where there is more than one person, each is fully responsible for the obligations in these Terms and Conditions.

61. References to taxes and laws are references to them as extended, amended or replaced from time to time.

## **Part II**

### **Our Park Rules**

62. Our current Park Rules applicable to your booking are set out below.

# Shardlow Marina Caravan Park Rules

## Introduction

These Park Rules are in place for the good management of Shardlow Marina Caravan Park and the benefit of all who use it. These rules form part of the contract between us for your holiday. They should be read alongside your booking Terms and Conditions.

The Park Rules do not affect anything to which you are entitled under the booking Terms and Conditions.

The expression 'you'/'your' refers to all members of your party.

You must make sure that anyone using the park is aware of the Park Rules.

You are reminded that we may cancel your holiday if you are in serious breach of your obligations, including these Park Rules.

## Safety

- You must use the park safely and should not cause danger to others.
- You must obey all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.

## Security

- You are solely responsible for securing the Caravan, tent or other accommodation.
- You may only use alarms of the silent, monitored type and not audible alarms.

## Permitted number of occupiers

- Your pitch may only be used by the people named on the Booking Form.

## Visitors to the Park

- Only people lawfully visiting with your permission have permission to enter the park.
- Your visitors may not arrive before 9am and must leave the park by 9pm.
- It is your responsibility to ensure that your visitors and all occupiers of your Caravan, tent or other accommodation adhere to the Park Rules.

## Ejection on grounds of behaviour

- In the event of persistent or serious misconduct by you, a member of your family, your occupiers, visitors or guests, we will follow any relevant notice procedures in our agreement with you. We do not have to follow any formal procedure to eject other visitors.

## Your pitch

- Caravans should be positioned with the jockey wheel positioned on the slab displaying the pitch number so that it can be pulled off the pitch easily in case of an emergency.



- Motorhomes & tents should position themselves centrally in relation to the slab displaying the pitch number.
- You must not link pitches together by means of awnings, windbreaks, gazebos, etc. A clear space must be kept between each pitch.
- You are responsible for keeping the area around the Caravan, tent or other accommodation clean and tidy.

### **Utilities installations**

- You must switch off all gas, electricity and water connections when the Caravan, tent or other accommodation is not occupied.
- If you experience any problem with the park's electrical, gas or water system, you should contact us. You must not attempt to work on any part of the park's electrical, gas or water system yourself; this includes any installations on the pitch.

### **Drainage system**

- You must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary towels, tampons, wipes, condoms, cooking fat, engine oil, grease or paint.

### **Facilities**

- Our facilities blocks are accessed using the fob issued to you at check-in. Fobs will not permit access to the facilities before midday on the day of arrival or after 11am on the day of departure.
- Children must not access the facilities unless accompanied by an adult.
- The usual opening and closing dates of our facilities are provided on our website. However, the dates and times of opening may be subject to change depending on seasonal fluctuations or unforeseen circumstances. We will do our best to advise you at the time of booking of any changes at that stage, otherwise please always check prior to booking if this is important to your stay.
- Our Accessible toilet & shower is available only for guests with physical disabilities.
- The availability of our facilities is also subject to our Terms and Conditions.

### **Trees and shrubs**

- You must not cut any trees or hedges at the park. If you find any tree or hedge a nuisance or unsatisfactory you should take the matter up with us; do not deal with it yourself.
- You must not plant any tree or shrub.
- You must not climb any tree.
- You must not tie anything to any tree or shrub

### **Digging**

- You must not dig any hole at the park.

### **Smoking**

- It is illegal to smoke or use e-cigarettes inside enclosed public buildings.
- If you are found to be smoking in public buildings, you may be charged a £100 cleaning fee. This would be a serious breach of your contract with us which may lead to you being required to leave the park.

### **Washing**

- You may only use washing lines of the rotary type or the windowsill type and must remove them and store them out of sight immediately after use.
- You must site washing lines to avoid inconvenience to other holidaymakers and park operations.

### **Refuse**

- You must not deposit refuse outside. You must use the refuse bins provided.
- Recycling points are available on the park and you should use these facilities where appropriate.
- You must not feed wild birds or animals.

### **Vehicles, driving and parking**

#### Vehicles

- You must insure all vehicles you use on the park as for use on the public road.
- You must insure all accessories and items towed by vehicles (such as towed boats and jet skis) as for use on the public road.
- You must not keep disused or unroadworthy vehicles anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.
- Motor vehicle repairs must not be carried out at the park, but a recognised breakdown service may attend in the event of a breakdown.
- Quad bikes, trials bikes and powered scooters are not permitted on the park.
- The washing of vehicles or caravans is not permitted on the park.

#### Driving

- We permit cars onto the park for the purposes of access to the pitch only. Accordingly, save to the extent that you may need to do so because of a disability, you must not drive cars round the park for other purposes such as visiting other locations on the park.
- Driving on the park is restricted to the park roads.
- You must drive all vehicles on the park carefully and within the displayed speed limit.
- You must hold a full current driving licence to drive any vehicle on the park.
- You are not permitted to give anyone driving lessons at the park and we do not permit learner drivers to drive on the park.
- There is a speed limit on all park roads of 10mph, which must be adhered to.

- We allow a maximum of 1 motorised vehicle to be parked alongside each pitch.
- Electric cars or bicycles cannot be charged at the park by any means, including the use of an electricity supply or hook-up.
- We operate a security barrier which is operated by the access fob issued to you at check-in. These will not permit access to the park before midday on the day of arrival. You can exit the park at any time up to 11am on the day of departure. After this time you will need to seek assistance from the Park warden or reception to exit the park.

### Parking

- You may park not more than 1 car at your pitch.
- You must not park on the roadsides or in the boater's parking area at any time.
- Visitors' cars must be parked only in the allocated parking spaces for visitors, or in any space which the people they are visiting allow them to use in their place.
- Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including:
  - light commercial or light goods vehicles as described in the vehicle taxation legislation and
  - vehicles intended for domestic use but derived from or adapted from such a commercial vehicle.
- You must park, and move off, with great care for pedestrians and particularly for children.

### **Behaviour**

- Please be considerate towards other users of the park and treat them with the respect that you would expect in return.
- You should respect the privacy of other users of the park and keep noise to a minimum between the hours of 10pm and 8am with absolute quiet between the hours of 11pm and 7am.
- You must keep away from any vacant pitches.
- You must finish any barbecues by 9pm.
- You may only consume alcoholic drinks within the boundaries of your pitch or on the park's licensed premises.
- You must not use a drone, powered model aircraft or any other powered flying object on the park.
- You must not use any Chinese lanterns, fireworks or similar.
- You may not ride bicycles, scooters or similar so as to cause a nuisance or undue noise.
- If you use CCTV, you must warn visitors to your Caravan, tent or other accommodation by a prominent external notice attached to it, the format and wording of which you must agree with us (our agreement not to be withheld unreasonably). The CCTV may only capture images of the area immediately around your Caravan, tent or other accommodation and not of any other part of the park, such as any path or road, or any other caravan or its pitch and the area immediately around it.

- You must not use the park's water supply to fill paddling pools or inflatable jacuzzies.
- Generators are not permitted to be used on the park.

## **Pets**

- You must not bring any pets or animals when you visit the park except the following:
  - not more than 2 dogs (not to include any of the breeds subject to the Dangerous Dogs Act 1991).
- Dogs are not permitted in the following areas of the park:
  - launderette
  - shower block, toilets
  - shop.
- You must tell us before you visit the park if you plan to bring any other pet or animal and answer any reasonable question about them and their suitability for our park environment. If we are not satisfied that the pet or animal is suitable for our park environment, we may tell you that you cannot bring them. This is because we cannot allow the safety of others to be put at risk.
- Any pet or animal you bring must be supervised by and under the control of you, or of a responsible adult in your party, **at all times**. This means you may not leave any pet or animal unsupervised in a caravan, tent or other holiday accommodation or anywhere else on the park at any time, apart from small pets which live in a cage, aquarium or similar and which may be left safely for short periods. Nor may you leave any pet or animal under the supervision of any person aged under 18. These rules apply even if the pet or animal knows the park well and you believe them to be well-behaved.
- If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the park straight away. Depending on the circumstances, you may not be allowed to bring it back, or may only be allowed to do so with our written permission, which we would not withhold once our reasonable concerns have been addressed. This is because we cannot allow the safety of others to be put at risk.
- If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives a cause for concern, please tell us straight away.
- You must keep any dog on a short lead at all times on the park and on a short tether at your Caravan, tent or other accommodation so they cannot reach other users of the park.
- You must not exercise dogs on the touring fields.
- You must clean up immediately if your animal defecates on the park.
- Dog kennels are not permitted.
- You must not keep any pet or animal at the Caravan, tent or other accommodation or on the pitch except those which are housed in a cage, aquarium or similar and remain at all times within your Caravan or other accommodation.

- Nothing in these Park Rules prevents you or any member of your party from bringing an assistance dog to the park, or from using the dog exactly as at home, if this is required to support a disability and Assistance Dogs UK or any successor body has issued an Identification Book or other appropriate evidence.

### **Recreation**

- You may only play ball and other games in the areas set aside for recreation
- Football should not be played anywhere on the park. Other ball games should be played away from caravans using a soft foam ball.
- You may not fly kites on the park.
- You may not use drones, powered model aircraft or any other powered flying objects on the park.
- You may not use skateboards, roller skates or rollerblades at the park.
- You may not use any powered model car or similar toy on the park.

### **Mail**

- You may not use the park address for postal deliveries.

### **Children**

- Children must be supervised whilst on the park and are the responsibility of their parent or guardian during their stay.
- Never allow children to play near to or operate the access barriers.
- Never allow children to play near or in the marina, river or ponds, as there are areas of deep water.
- Never allow children to play on or around the plant equipment or machinery.
- Children must not play on the play area before 9am or after 9pm.
- Children under the age of 16 should not be left unsupervised in the accommodation or on the park.
- An adult must accompany children to the toilets & shower block.

### **Fire precautions**

- You must ensure that all occupants of your Caravan, tent or other accommodation are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.
- Barbecues are allowed if used sensibly in open spaces and raised off the ground. They must not be left unattended.
- If may be necessary, during long periods of hot and dry weather to ban the use of barbecues to reduce the risk of grass fires.
- Open fires, including fire pits, are not permitted.

- You must not store fuels or combustible materials other than removable containers on the park.

### **Lost property**

- For any lost property, please contact the Park Reception as soon as possible as any lost property will be disposed of after one month.

### **Photography**

- We regularly take photographs and videos for promotional purposes, and we occasionally receive requests from third parties to film on the park. Should you not wish to appear in any material, please pay attention to the notices we put up when pictures are being taken.
- Photography is prohibited in the wash blocks and launderette.
- Where others may reasonably expect privacy, you must obtain their agreement before taking a photograph in which they are identifiable.

### **Wi-fi**

- Wi-fi is available and is chargeable.
- Our wi-fi is very restricted due to our rural location. The service may not be the same as you are used to at home.

Updated February 2025