

Booking Terms and Conditions

1 General

1.1 Watermark Lakeside Homes and Holidays Ltd (the 'Company') arranges bookings of holiday accommodation on behalf of the owner (the 'Property Owner') of the holiday accommodation (the 'Lodges'). Once payment has been made whether it be on line or via other methods then the person (the 'Holidaymaker') named on the holiday booking agrees to enter into a binding contract with the Company on the following terms and conditions (the 'Conditions'). The Company shall not be deemed to have accepted any Booking until part or full payment has been received.

1.2 These Conditions shall apply to the exclusion of all other terms and conditions to any contract made between the Company and the Holidaymaker and shall supersede any previous issues of these Conditions. The contract between the Company and the Holidaymaker shall, to the exclusion of all other documents, consist of these Conditions.

1.3 The Holidaymaker is responsible for the payment of the price of the holiday and for ensuring that all members of his or her party comply (accept and adhere) with all these Conditions. The named Holidaymaker must be aged 18 or over.

2 Payment

2.1 If a booking is made by a Holidaymaker more than six (6) weeks prior to the date on which the holiday is due to begin (the 'Holiday Start Date'), the Holidaymaker shall secure the booking by paying a deposit of 30% of the total price payable in respect of the booking to the Company.

2.2 The balance of the sums due in respect of the booking must be paid not later than six (6) weeks before the Holiday Start Date. Failure to pay the balance at this time will constitute cancellation by the Holidaymaker, in which case Condition 4 will apply. The Company will however send at least one reminder to the Holidaymaker before processing such cancellations. The Company reserves the right to make an additional charge of £10.00 for each reminder sent.

2.3 If the Holidaymaker makes a booking less than six (6) weeks before the Holiday Start Date, the full balance of the sums due in respect of the booking shall be payable immediately. Bookings made within 14 days of the Holiday Start Date must be paid for by debit or credit card immediately.

2.4 All payments shall be made to the Company at the Company's address as provided on all booking correspondence.

2.5 The prices quoted by the Company in respect of the booking are cash prices. Where the Holidaymaker pays for any part of the cost of the holiday by credit card, the Company reserves the right to levy a processing charge in respect of each payment so made. The charge is an additional 2% of any sum being paid by credit card or 4% of any sum being paid by American Express.

3 Refusal or Cancellation by the Property Owner

The Company (acting on behalf of the Property Owner) has authority to refuse and/or to cancel any booking if the Property Owner specifies that the booking must (for whatever reason) be refused and/or cancelled. The Company will communicate the refusal or cancellation to the Holidaymaker in writing as soon as reasonably practicable after being notified by the Property Owner of any refusal or cancellation. In the event of any refusal or cancellation, any sums which have been paid to the Company by the Holidaymaker in respect of the booking will, following any refusal and/or cancellation by the Property Owner, be repaid in full and without undue delay to the Holidaymaker. The Company shall have no further liability to the Holidaymaker in respect of any cancellation and/or refusal.

4 Alterations or Cancellation by the Company

4.1 If the Company is required to cancel or amend the booking as specified in the booking confirmation correspondence, the Company shall inform the Holidaymaker of the cancellation or amendment as soon as possible.

4.2 If the Company is required to cancel or amend any booking, it shall, where possible, provide the Holidaymaker with details of any alternative holiday accommodation which is available and which in the Company's opinion (taking account of the size, standard and location of the accommodation originally booked) would provide a suitable alternative. The Company reserves the right to charge the Holidaymaker for any difference in price between the accommodation originally booked and the proposed alternative accommodation.

4.3 If the Company has proposed an amendment to the booking, the Holidaymaker shall, within fourteen (14) days of receiving notice of the proposed amendment, confirm to the Company in writing whether he or she wishes to accept or reject the amendment.

4.3.1 If the Holidaymaker confirms that the proposed amendment is unacceptable, the Company shall refund in full any sums paid by the Holidaymaker in respect of the booking. The Company shall have no further liability to the Holidaymaker once those sums have been repaid in full and shall not be required to pay any compensation.

4.3.2 If the Holidaymaker confirms that the proposed amendment is acceptable, the Holidaymaker shall be required to pay the balance of any deposit due in accordance with Condition 2.1 above, or if the Holiday Start Date is less than six (6) weeks away when the Company receives the Holidaymaker's acceptance of the amendment, the Holidaymaker shall be required to pay the balance of any sums due in respect of the booking, in accordance with Condition 2.2 above. The Company shall have no further liability to the Holidaymaker and shall not be required to pay any compensation.

5 Cancellation by the Holidaymaker

Any cancellation made by the Holidaymaker (for whatever reason) must be made in writing addressed to the Company at the address stated on the booking correspondence. Cancellation shall only be effective when the Company receives written notice of the cancellation. If the Holidaymaker cancels a booking more than six (6) weeks prior to the Holiday Start Date, the Company shall be entitled to retain any deposit paid but the Holidaymaker shall not be required to make any further payment. If the Holidaymaker cancels a booking six (6) weeks or less prior to the Holiday Start Date, the full cost of the holiday paid to the Company will be retained. To ensure safe and speedy receipt by the Company of any cancellation, the Holidaymaker should send written notification of any cancellation to the Company by Recorded Delivery Post. We strongly suggest that the Holidaymaker takes out or checks that they have private holiday cancellation insurance prior to booking a lodge/lodges.

6 Limitation of Liability and Indemnity

6.1 Nothing contained in these Conditions shall exclude or restrict any statutory rights which the Holidaymaker has against the Property Owner or the Company.

6.2 Neither the Company, nor The Watermark Club Limited (which operates the facilities which are available to the Holidaymaker at the resort) shall be liable for any injury, loss, damage, nuisance or inconvenience that may be caused in any way to the Holidaymaker or any member of the Holidaymaker's party, or to his or her invitees or visitors whilst at the resort and/or using the facilities of The Watermark Club Limited, nor shall either of them be liable to the Holidaymaker, or his or her agents, invitees or visitors for any damage to or loss of any of the Holidaymaker's belongings or the belongings of the Holidaymaker's agents, invitees or visitors whilst at the resort and/or using the facilities of The Watermark Club Limited.

6.3 Nothing in Condition 6.2 shall exclude or restrict the liability of the Company or The Watermark Club Limited for death or personal injury caused by the negligence of either of them.

6.4 The Holidaymaker shall keep the Company and/or The Watermark Club Limited fully indemnified against all losses incurred by the Company and/or The Watermark Club Limited which arise directly or indirectly out of any act, omission or negligence of the Holidaymaker or his or her agents, invitees or visitors whilst at the Company's resort and/or using the facilities of The Watermark Club Limited and/or occupying the Property Owner's Lodge, including any breach or non observance by the Holidaymaker or his or her agents, invitees or visitors of any covenants, conditions or other provisions of any lease between the Property Owner and the Company or its associates of which the Holidaymaker is expressly notified prior to or during the holiday or of which the Holidaymaker ought reasonably to be aware.

7 Booking Conditions

The Holidaymaker shall supply to the Company at the time of making a booking the number of guests (children and adults to be stipulated) within their party that will be staying in the Lodge/each of the Lodges. The Company reserves the right to treat a change of Lodge and/or holiday dates which is made at the request of the Holidaymaker as a cancellation of one booking and the placing of a new booking, in which case the terms of Condition 5 above will apply.

8 Information in the Company's Brochure and on the Company's Website

8.1 The information in the Company's brochure and on the Company's website is believed to be accurate at the time of going to press/going on line.

8.2 The Company makes all reasonable efforts to ensure that descriptions supplied by Property Owners are accurately reproduced. The Holidaymaker should be aware that there may be minor differences between the actual Lodge which the Holidaymaker has booked and any photographs, illustrations or text supplied to describe the resort.

8.3 The Property Owner of the particular Lodge which the Holidaymaker has reserved - may make modifications to that Lodge. The Company shall not be liable to the Holidaymaker for any modifications made to the Lodge or its contents (including furniture and fittings) by the Property Owner which, in the reasonable opinion of the Company, do not have a material adverse effect on the Holidaymaker's enjoyment and/or use of the Lodge.

8.4. If modifications are made to the Lodge or its contents after the booking is confirmed and those modifications may (in the Company's reasonable opinion) have a material adverse effect on the Holidaymaker's enjoyment and/or use of the Lodge, the Company will advise the Holidaymaker of those modifications. Any notice issued by the Company to the Holidaymaker under this Condition 8.4 shall be treated as an amendment to the booking and the Holidaymaker shall be entitled to confirm or reject the amendment in accordance with the provisions of and procedure set out in Condition 4.

9 Occupation of the Lodge

The number of people occupying the Lodge booked by the Holidaymaker shall not exceed the maximum number permitted, as advertised for each individual Lodge by the Company, without prior written agreement from the Company. If the maximum number of occupants is exceeded without the Company's agreement, the Company (acting on behalf of the Property Owner) reserves the right to immediately revoke the booking. This shall be treated as a breach of these Conditions by the Holidaymaker, and Condition 5 above will apply. Subletting or assignment by the Holidaymaker is prohibited.

10 Damage to Property

The Company (acting on behalf of the Property Owner) reserves the right to terminate the booking immediately and repossess the Lodge at any time where it is clear to the Company that serious or substantial damage has been caused to the Lodge by the Holidaymaker or any member of the Holidaymaker's party. If the Lodge is repossessed on those grounds, the Company shall not be required to refund any part of the sums paid in respect of the booking and neither the Company nor the Property Owner shall incur any further liability to the Holidaymaker.

11 Access to the Property

The Property Owner or his or her representative shall be allowed access to the Lodge at any reasonable time with notice during the Holidaymaker's occupancy of the Lodge.

12 Arrival and Departure

12.1 Unless otherwise stated in the Booking Correspondence, the Lodge booked shall be available for occupation by the Holidaymaker from 4.00pm on the Holiday Start Date. The Lodge must be vacated by 10.00am on the last day of the booking, unless otherwise agreed with the Company. If the Holidaymaker has not made prior arrangements to stay at the Lodge beyond 10.00am, the Holidaymaker shall be required to pay an additional charge at the daily rate charged for that Lodge, as amended from time to time.

12.2 If the Holidaymaker is due to arrive any later than 5.00pm on the Holiday Start Date, the Holidaymaker must advise the Company so that arrangements can be made for entry to the Lodge booked.

12.3 If the Holidaymaker is unable to arrive at the Lodge by midday on the day following the Holiday Start Date, the Holidaymaker must advise the Company of the intended late arrival. Failure to arrive by midday on the day following the Holiday Start Date and advise the Company constitutes cancellation by the Holidaymaker, in which case Condition 5 shall apply. No refund of any sums paid in respect of the booking shall be paid to the Holidaymaker in this event.

13 Pets

13.1 Dogs and cats ('Pets') are permitted in some of the Lodges and at the resort, provided that this is indicated to the Company at the time of booking. No other types of animal are permitted in the Lodges or at the resort. No more than two (2) Pets are permitted at any Lodge at any one time. Where a Pet is housed in the Lodge without this having been indicated at the time of booking the Company (acting on behalf of the Property Owner) will have the same rights as reserved in Condition 9.

13.2 Pets shall at all times be kept off beds or chairs/furniture, must be kept downstairs at all times and shall not be allowed to enter any other buildings from which communal facilities are available at the resort. Dogs must be exercised on a lead, and must not be left unattended at any time in any Lodge.

13.3 Dog owners are requested to keep their dog(s) on a lead at all times when in public and to prevent their dog(s) from fouling the resort. Any owners failing to keep their dog(s) on a lead will be asked by security to attach a lead. The owner of any dog(s) reported to have fouled the resort will be fined £50.

14 Holidaymaker's Responsibilities

14.1 The Holidaymaker shall keep the Lodge and all furniture, fittings and effects in or on the Lodge in the same state of repair and condition as at the Holiday Start Date, and shall leave the Lodge in the same state of cleanliness and general order in which it was found.

14.2 The Holidaymaker shall be liable to the Company (acting on behalf of the Property Owner) for any loss, costs, expenses or claims arising from any damage caused to the Lodge and/or its contents by the deliberate or negligent act or omission of the Holidaymaker or any member of his or her party. If, as a result of such damage, the Lodge or its contents must be repaired or replaced, the Holidaymaker shall be reimbursing the reasonable cost of that repair or replacement.

14.3 The Company may at its discretion require the Holidaymaker to pay a sum of money to cover the eventuality of any loss or damage to the Lodge or its contents as a result of his or her occupation (the 'Security Deposit'). For the purposes of this Condition, loss or damage shall include leaving the Lodge or its contents in a dirty or untidy condition on the day of departure.

14.4 The Company will advise the Holidaymaker at the time of Holiday Confirmation Correspondence and at the time of collecting keys of the amount of the Security Deposit required (if any) and of the manner in which and person to whom it must be paid.

14.5 Nothing in the remainder of this Condition 14 shall affect the right of the Company (acting on behalf of the Property Owner) to recover any sums from the Holidaymaker under Condition 14.1.

14.6 All commercial vehicles belonging to or operated by the Holidaymaker or any member of his or her party are prohibited from parking in any part of the resort overnight unless prior written authorisation is obtained from the Company.

15 Complaints

In the unlikely event that the Holidaymaker is disappointed with the Lodge and/or the resort, the Holidaymaker shall first contact the Company who will try to resolve the problem. Where this is not possible, the Holidaymaker shall contact the Manager of the Company, who will do his or her best to ensure that the complaint is resolved to the Holidaymaker's entire satisfaction

16 Resort Safety

The Holidaymaker and all persons in his or her party must note that the resorts are situated around lakes and that no supervision of the lakes or of any activities undertaken upon the lakes is provided by the Company or any of its associates. The Holidaymaker and members of his or her party must, therefore, take responsibility for their own safety and take all the necessary steps to supervise their children so as to ensure their safety.

17 Force Majeure

17.1 The Company shall not be liable for any failure to perform its obligations under this contract due to any cause beyond the Company's reasonable control including (though not limited to) acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, restrictions, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, embargoes, strikes, lock-outs or other industrial actions or disputes. If any force majeure event occurs, the Company shall be entitled to terminate the contract.

17.2 If the contract is terminated pursuant to Condition 17.1, the Company's liability shall be limited to the return to the Holidaymaker of sums paid to the Company by the Holidaymaker, less an administrative charge of £25 to cover the Company's reasonable administrative expenses.

18 Law and Jurisdiction

The construction, validity and performance of this Agreement shall be governed in all respects by English law and be subject to the exclusive jurisdiction of the English Courts.

19 General

19.1 Nothing in these Conditions shall create or be construed as creating any rights enforceable by a third party and all third party rights as may be implied by law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 or any statute amending or replacing the same are hereby excluded to the fullest extent permitted by law.

19.2 The headings in these Conditions are included for convenience only.

19.3 Any variation to these Conditions shall only be valid and binding if confirmed in writing by the Holidaymaker and an authorised representative of the Company.

19.4 Words denoting the singular shall include the plural, the masculine gender shall include the feminine gender and neuter, and vice versa.

19.5 References to persons shall include individuals, corporations (wherever incorporated), unincorporated associations (including partnerships), trusts, any form of governmental body, agency or authority, and any other organisation of any nature (in each case, whether or not having separate legal personality).