

# Booking Terms & Conditions 2026



## 1. YOUR BOOKING

- a.** Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out below.
- b.** All bookings are formally confirmed by us when we issue you with your confirmation invoice. The confirmation invoice will set out the details of the accommodation booked, the dates booked, the total amount payable for your booking and the dates on which payments are due.
- c.** You as the person making the booking, will be responsible for all members of your party. You must be at least 18 years old at the time of making the booking.
- d.** We reserve the right to refuse to accept bookings which include individuals under 18 years of age.
- e.** We don't knowingly allow any guest to use or visit our parks who:
- (i) has an unspent criminal conviction;
  - (ii) has an entry on a criminal register (including the sex offenders' register);
  - (iii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour;
  - (iv) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or
  - (v) is subject to a Risk of Sexual Harm Order or Child Abduction Notice. If you don't disclose this information about yourself or any other member of your party, and it later becomes known to us, we reserve the right to cancel your booking and require that you, and the other members of your party, leave the park, without refund.
- f.** You must notify us at the time of making your booking if you intend to bring your dog(s). One dog is included in the price of our dog friendly accommodation and there is a charge of £20 for any additional dogs (maximum of two dogs in each accommodation - three dogs in Riverside Retreat & Rose Cottage). We cannot guarantee that we will be able to accommodate your dog(s) and we will notify you if we are not able to do so before confirming your booking. Please Note: We reserve the right to refuse certain breeds including all dogs listed in the Dangerous Dogs Act 1991. We do not accept cats in any of our accommodation.
- g.** If linen is not provided as standard in your holiday accommodation, we can provide this for you, for a charge, in accordance with Clause 14 below.

## 2. PAYING FOR YOUR ACCOMMODATION

- a.** For bookings made more than 6 weeks in advance of your arrival date, you must pay a deposit when making your booking of 10% of the cost of your holiday (minimum of £56). The remaining balance will be payable by the date set out in your confirmation invoice.
- b.** For bookings made less than 6 weeks in advance of the arrival date, you must pay the total amount of the booking at the time of booking.
- c.** Surf Bay Holidays gift vouchers can be redeemed towards the cost of a holiday booking at any of our parks. Please call the park of your choice to redeem your voucher. Gift vouchers are valid for 24 months from date of purchase and cannot be used once the expiry date has lapsed. Gift vouchers cannot be exchanged for cash or used to purchase another gift voucher.
- d.** Any deposit paid for potential damage or cleaning will be refunded to the guest following check-out, subject to a satisfactory inspection of the accommodation, confirming no damage has occurred and that it has been adequately cleaned.
- e.** If you do not pay the deposit or balance of your booking by the payment due date specified on your booking confirmation, we will write to you with a reminder. If you fail to make payment of the invoice price, in full within 14 days of the payment due date, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and you will not be entitled to a refund of any monies already received.
- ## 3. PRICING OF OUR HOLIDAY ACCOMMODATION
- a.** Once you have made your booking, the price of your holiday will not be subject to any change.
- b.** If the rate of VAT changes between the date that you submit your booking and the date we send you a booking confirmation, we will adjust the rate of VAT that you pay unless you have already paid in full before the change in the rate of VAT takes effect.
- c.** It is always possible that, despite our best efforts, our holidays may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price at your booking date is higher than the price stated, we may contact you for

your instructions before we accept your booking. If we accept your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

## 4. SPECIAL OFFERS

- a.** Any special offers or discounts you may have will only be valid if claimed at the time you make your booking.
- b.** All discounts and special offers are subject to availability.
- c.** Free holiday vouchers are valid for up to 6 people during off peak season. Apartment & Luxury Retreat accommodation is excluded from this offer. Please speak to the park of your choice for further details.
- d.** Special offers are not valid in conjunction with any other offer. No cash alternative. Offers cannot be applied to holidays already booked. We reserve the right to withdraw or amend these offers at any time, without prior notice.
- e.** Only one special offer of discount can be applied per booking.

## 5. AMENDMENTS & CANCELLATIONS

When booking a holiday with us we offer our **Standard Booking Option** or you can upgrade to our **Flexible Booking Option**.

### Standard Booking Option:

Amending your booking - Our Standard Booking Option is automatically applied to your booking and allows you to make a number of amendments, at no extra charge via our guest portal. If the amendments you wish to make are not available on our guest portal, please contact our booking team who will endeavour to accommodate your requirements, however we cannot guarantee that this will be possible. If we are able to assist you with your requested amendment, there will be an administration charge of £15 per amendment. If you amend your booking and you select a higher price break you will need to pay the difference, if you select a lower price break, there will be no refund. We are unable to amend your holiday dates within 6 weeks of your arrival. Cancelling your booking - For bookings received up to 30<sup>th</sup> January 2026, you can cancel your booking up to 6 weeks before your arrival date and receive a full refund. For holidays cancelled less than 6 weeks before the holiday start date, the following cancellation charges will apply;

| Number of days prior to holiday start date | Cancellation charge        |
|--|----------------------------|
| More than 42 days                          | £0                         |
| 36 to 42 days                              | 50% of total holiday cost  |
| 29 to 35 days                              | 60% of total holiday cost  |
| 22 to 28 days                              | 70% of total holiday cost  |
| 15 to 21 days                              | 80% of total holiday cost  |
| 14 days or under                           | 100% of total holiday cost |

For bookings received from 1<sup>st</sup> February 2026, you can cancel your booking up to 6 weeks before your arrival date and receive a full refund (minus the cost of your deposit and any booking amendment fees that may have been accrued). All cancellations must be received in writing. Unfortunately, we are unable to issue a refund if you cancel within 6 weeks of your arrival date. If you have arranged holiday insurance, then you may be able to claim any monies back via your holiday insurance provider.

**• Flexible Booking Option:**

Our Flexible Booking Option gives you added peace of mind, should you have to amend your booking, or cancel due to unforeseen circumstances. Our Flexible Booking Option must be added to your booking at the time of booking and cannot be added at a later date. Amending your booking - This option allows you to make unlimited changes to your booking (including amending the start date, duration and accommodation type) up to 48hrs before your arrival date without having to pay any admin fees. Amended arrival dates must be within 24 months of your original holiday arrival date. If you amend your booking and select a higher price break you will need to pay the difference, if you select a lower price break, you will receive a credit to your account.

Cancelling your booking - You can cancel your booking up to 6 weeks before your arrival date and receive a full refund minus the cost of your deposit. When cancelling within 6 weeks & up to 7 days before your arrival date, you can request a full refund (minus the cost of the Flexible Booking Option & deposit) in the following circumstances;

- Any member of your holiday group being unable to join the full holiday because of illness, serious injury or jury service.

- Any member of your holiday group being dismissed for redundancy or given notice of dismissal for redundancy.
- The death of a member of your holiday group or an immediate family member. All claims must be supported by proof to our reasonable satisfaction before any refund can be issued. We are likely to require a satisfactory document from a third party, for example a letter or certificate from a GP or treating doctor, an employer's letter or a death certificate. Our Flexible Booking option is not a policy of insurance, nor does it replicate all the features of a typical holiday insurance policy. If you require insurance cover then you should contact an insurance broker authorised by the Financial Services Authority.

**b.** If we agree to amend your booking and as a result of this change, the price of your booking reduces, we will refund to you any overpayment, less our administration charge of £15.

**6. HOLIDAY INSURANCE**

The cost of your booking does not include holiday cancellation insurance. In order to protect against the unexpected, we advise that you consider taking out holiday insurance with a reputable agent who is authorised by the Financial Services Authority.

**7. CHANGE OR CANCELLATION OF THE HOLIDAY BY US**

**a.** We do not expect to have to make any changes to your booking once it is confirmed however, sometimes problems arise and bookings have to be changed or cancelled. We will only do this if it becomes necessary to do so, for reasons that are unforeseen at the time of you making your booking. If this happens; We will promptly contact you to let you know. We may cancel your booking and refund your payments or, offer alternative accommodation and refund any payments for accommodation not yet provided to you, less the cost of alternative accommodation. If we offer alternative accommodation, you may still choose to cancel your booking and we will refund any payments you have made to us. We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these terms caused by an event outside our control.

**b.** Events outside our control include but are not limited to war, threat of war, riot, terrorist activity, natural or nuclear disaster and fire.

**8. VISITOR STANDARDS AND BEHAVIOUR**

**a.** You will be provided with a welcome pack on arrival. This will be located in your holiday accommodation. This pack will contain important information about your stay with us. Please ensure that each member of your party reads the welcome pack on arrival. You must also ensure that you and every other member of your party familiarises themselves with the layout of the accommodation and the location of the fire exits.

**b.** You must only use the holiday accommodation for the purposes of your holiday. You must not use the accommodation for any business purpose. Keeping in touch with your employer on an occasional basis by checking emails etc is permitted.

**c.** You must keep the holiday accommodation and its contents clean and tidy and leave them in the same condition as when you arrived. You must not allow the holiday accommodation to be used for any dangerous, noisy, illegal or immoral activities.

**d.** You must not cause a nuisance or annoyance to us, our employees or contractors or any other person using our parks.

**e.** It is illegal to smoke inside enclosed public buildings. Please note that in the interest of comfort and safety of all our guests, we operate a strict 'no-smoking' policy in all accommodation. In the event of non-compliance, a charge of £100 will be levied for professional cleaning of the accommodation. If a guest is found to be smoking within accommodation, they will be asked to leave the park.

Smoking out of the window or in doorways is strictly prohibited and will be treated as smoking within the accommodation and therefore a breach of our smoking policy.

**f.** Fireworks, candles, Chinese lanterns and the use of drones are not permitted in or around your accommodation or on any part of our parks.

**g.** BBQ's are permitted but may only be used on grass areas with a free stand available from reception. BBQ's are not permitted on decking or balconies.

**h.** A maximum of three dogs are permitted in our Riverside Retreat & Rose Cottage accommodation, a maximum of two dogs are permitted in all other pet friendly accommodation. Dogs must be kept on a lead at all times and exercised off of the park.

## 9. DAMAGE TO THE HOLIDAY ACCOMMODATION OR ITS CONTENTS

- a. If you discover anything is missing or damaged on arrival, please notify us straight away by contacting reception.
- b. You will be responsible for the cost of any damage you or your party cause to the holiday accommodation or its contents.
- c. Failure to adhere to our hot tub guidelines may result in the hot tub being shut down during your stay. If this occurs, a charge of £75 will be required to re-instate the hot tub.

## 10. OUR LIABILITY TO YOU

- a. If we fail to comply with these terms or are negligent, we are responsible for loss or damage you suffer as a foreseeable result of our breach or our negligence but, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is a natural consequence of our breach or, if it was contemplated by you and us at the time we entered into this contract.
- b. We do not exclude or limit in any way our liability for:
  - i. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
  - ii. Fraud or fraudulent misrepresentation

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## 11. ARRIVAL AND DEPARTURE TIMES

- a. Standard check in time is 3pm. Early check in is available on some of our accommodation. If you have requested and paid for early check in, your accommodation will be available from 1pm.
- b. Our standard departure time is 10am. A late departure is available on some of our accommodation. If you have requested and paid for a late departure, we require you to vacate your accommodation by 12pm.

## 12. HEALTH AND SAFETY

We take the wellbeing and safety of our guests very seriously and we ask that you comply with the following:

- a. The park speed limit and directional route which is signposted at the entrance.
- b. All vehicles must conform to the Road Traffic Act and have current tax, MOT and insurance. The provisions of the Highway Code apply to the roads on the park.
- c. Guests are not allowed to bring lorries or other commercial vehicles on to the park. This includes towing vehicles.
- d. No recreational vehicles can be used on the park. This includes motorised scooters.
- e. No mechanical or repair work is to be undertaken on the park.
- f. Only 1 vehicle can be parked next to caravan & apartment accommodation. All other vehicles must be parked in accordance with the instructions of the on-site staff.

- g. Please make yourself aware of the nearest fire point.
- h. The total number in your party (including children and babies) must not exceed the maximum capacity of the holiday home advertised.
- i. Read and follow our hot tub guidelines when using our hot tubs. A copy of these will have been sent to you with your booking confirmation and are also available to view on our website and in your accommodation.

## 13. BED LINEN

- a. We provide full bed linen in the following accommodation;
  - i. Lodge, Riverside Retreat, Rockpool, The Beach, The Cove & Rose Cottage accommodation at River Valley
  - ii. Swan, Puffin, Kittiwake Deluxe & Albatross caravans, Curlew pods and apartments at Beachside.
- b. Towels are provided in our apartment & luxury retreat accommodation. Robes & hot tub towels are also provided in any of our apartment or luxury retreats accommodation that have hot tubs.
- c. If you require linen or towel packs in accommodation where it is not supplied, we can provide you with these for an additional charge. Please visit our website for further details.

## 14. PARK FACILITIES

- a. All of our parks are family owned and we pride ourselves on providing peaceful and relaxing holidays. We do not provide any entertainment however, there is plenty of open space for children to play.
- b. Complementary Wi-Fi is available to all guests in our caravan & lodge accommodation. Please note that its provision is subject to availability and network conditions. Our free service allows for simple usage such as emailing, and checking news & weather updates. A premium service suitable for streaming & gaming is available at a cost of £10 per stay. Our premium service is available as standard in our Luxury Retreat and apartment accommodation.

## 15. GUEST WI-FI

By using our internet service, you acknowledge and agree that there are significant security, privacy, and confidentiality risks in using the internet, whether the connection is facilitated through wired or wireless technology. Security issues include the interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer. You agree that the owner and/or provider of this network is NOT liable for any

interception of transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided. Use of the wireless network is subject to the general restrictions outlined below and if abnormal, illegal, or unauthorised behaviour is detected, including heavy consumption of bandwidth, the network provider reserves the right to disconnect the offending device from the network.

### Examples of Illegal Uses

The following are representative examples only and do not comprise a comprehensive list of illegal uses:

- Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the service for activities that invade another's privacy.
- Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- Accessing illegally or without authorisation computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
- Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- Uttering threats
- Distribution of pornographic materials to minors and child pornography.

### Examples of Unacceptable Uses

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

- High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e., Torrents)

- Obscene or indecent speech or materials
- Defamatory or abusive language
- Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Facilitating a Violation of these Terms of Use
- Hacking
- Distribution of Internet viruses, Trojan horses, or other destructive activities
- Distributing information regarding the creation and sending of Internet viruses, worms, Trojan horses, ping, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
- Seeking information on passwords or data belonging to another user.
- Making unauthorised copies of proprietary software or offering unauthorised copies of proprietary software to others.
- Intercepting or examining the content of messages, files, or communications in transit on a data network.

#### 16. GENERAL

- a. Cutting or damaging trees and other vegetation is strictly prohibited and the natural conditions are not to be disturbed. This includes tying ropes to, or driving nails into trees.
- b. No refunds can be given if guests depart prior to the end of the booked holiday, unless you do so as a result of one of the reasons listed in clause 7.
- c. The prices listed include VAT.

#### 17. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us to:

- a. Provide the accommodation
- b. Process your payment to us

c. We will securely store any information supplied by you and under no circumstances will this information be provided to a third party unless the law requires us to do so. We may from time to time send you news or special offers on our parks. If you do not wish to receive any communication from us, please tick the appropriate box at the time of booking or contact us directly.

#### 18. OTHER IMPORTANT TERMS

- a. We may transfer our rights and obligations under these terms to another organisation but, we will always notify you in writing if this happens. This will not affect your rights or our obligations under these terms.
- b. You may only transfer your rights or your obligations under these terms and conditions to another person, if we agree in writing beforehand.
- c. This contract is between you and us. No other person has the right to enforce any of its terms.
- d. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.
- e. If we fail to insist that you perform any of your obligations under these terms or, if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these terms by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.
- f. These terms are governed by English law. You and we both agree to submit to the jurisdiction of the English courts.

#### 19. COMPLAINTS

- a. Sometimes things may go wrong. If you have a problem, please tell the park reception straight away. We will do all we can to resolve the matter to your satisfaction.
- b. If a guest has a complaint concerning any aspect of the services provided by the proprietor, it is the duty of the guest to inform the proprietor immediately, or as soon as is reasonably practicable and in any event before the termination of the stay. It is agreed by both parties that if a guest does not complain promptly, it may no longer be possible to find evidence to support their complaint.
- c. As a consumer, you have legal rights in relation to this agreement. Advice about those rights is available from Citizen's Advice Bureau or Trading Standards.

Nothing in these terms and conditions will affect these rights.

#### HOW TO CONTACT US

If you need to contact us about your holiday or in connection with these terms and conditions please call our team, email or write to us at the relevant park address below:



**Beachside Holiday Park,**  
Merley Road, Westward Ho!  
Devon EX39 1JX  
T: 01237 421163  
E: beachside@surfbay.co.uk



**Surf Bay Holiday Park,**  
Golf Links Road,  
Westward Ho!  
Devon EX39 1HD  
T: 01237 471833  
E: surfbay@surfbay.co.uk



**River Valley Country Park,**  
Relubbus, Penzance,  
Cornwall TR20 9ER  
T: 01736 763398  
E: rivervalley@surfbay.co.uk



**Silverbow Country Park,**  
Perranwell Rd,  
Goonhavern, Truro,  
Cornwall TR4 9NX  
T: 01872 572347  
E: silverbow@surfbay.co.uk