

TERMS and CONDITIONS

Your Booking

Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us and we will do our very best to help. If you need these Terms and Conditions in a different format, please ask us.

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

Business name:	Achindarroch Touring Park
Address:	Achindarroch Touring Park Duror Argyll PA38 4BS
Contact:	Anne and Dicky Wyer
Telephone:	01631 740329
Email:	stay@achindarrochtp.co.uk

Who may stay with us

2. The person who makes the booking with us is responsible for the booking and must be 18 years of age or older.
3. Only the number of people (specified at the time of booking) may stay with us.
4. Your booking is personal to you, and you cannot assign or transfer it to any other person.
5. We do not normally accept group bookings. A group booking for us is anything more than 2 units or 4 adults
6. If you request a booking for more than one Pitch, then we may ask relevant questions before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for. Unless you have stayed before, multiple pitch bookings will not be accepted if only for one night.
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 prior to arrival, we may cancel your booking immediately and if your stay with us has started, require you to leave the Park. In this event, you will not be entitled to a refund.

How to book

8. Telephone bookings can be made at any time during normal office hours (09.00 - 17.00). If we don't answer the phone, please leave a message on the answer machine, stating your name, contact details and what you require. The message should be clear and will be dealt with as soon as is possible. If we don't get back to you, it will be because we have not received the number or it was unclear.
9. You must tell us your full requirements, for example what vehicles you are bringing, unit sizes and any trailers etc. We need this information when deciding whether we can accept your booking and we may not be able to accommodate changes. Changes to the booking must be agreed at least one day prior to arrival. Any changes not agreed prior to arrival may result in the booking being cancelled and no refund or credit note given.
10. A non-refundable deposit equivalent to one nights stay will be taken at the time of booking. The remaining fees will be taken 7 days prior to your arrival. If your arrival is within 7 days, then full payment will be required at the time of booking. A Booking confirmation email will be sent, along with these Terms and Conditions and current Park Rules, for your accepted booking(s). If no confirmation email has been received by the end of the day that you have booked, please contact us again. Please check your junk/spam email folders prior to contacting us.
11. All bookings are only valid once basic terms have been agreed (at the time of booking) and a confirmation email has been sent.
12. A contract exists when we have issued our confirmation to you.
13. 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.
14. No booking reminder will be sent. It is your responsibility to know when you are coming.
15. We reserve the right to refuse any booking.

The price you pay

16. Our prices include VAT.
17. The price will not be subject to any change unless the rate of VAT changes.
18. 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.
19. 1 (one) booking amendment (not including any cancellations where clause 33 applies) is allowed free of charge, but any subsequent changes may incur a £10 administration fee. Please ensure all amendments are made as soon as possible.

Arrivals and departures

20. Unless by prior arrangement, pitches will be available from 13.00 on the day of arrival.
21. You should aim to arrive before 18.00 where possible. Arrivals will not be accepted after 19.00. If, due to unforeseen circumstances, you will arrive after 19.00, e.g. you

are delayed due to traffic or a breakdown, please let us know as soon as possible. Ideally, please check in first and then go for something to eat or sight-seeing.

22. During the winter months (November - March), arrivals should be before 16:00, due to lighting conditions.
23. If we have not heard from you within 24 hours of your expected arrival, we may release your booking. You will not be entitled to a refund, but we may issue a credit note if your reason is verifiable.
24. You must vacate the Park by 11am on the day of your departure. An additional charge may be made for a late departure.
25. Your location on the Park will be confirmed on arrival.

Changes caused by exceptional circumstances

26. 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.
27. 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.
28. 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.
29. Reasons which are *your* responsibility, include any arising from your personal circumstances. Examples are ill health, things out with your control, i.e. because you are legally required to self-isolate, vehicle breakdown, accident, ferry cancellation etc.
30. If these reasons where clause 29 can be verified, then a credit note will be issued.
31. If you decide to cancel where clause 26 or clause 27 applies and your holiday has not started, then no payment will be taken unless you have agreed to accept a credit note. If your holiday has started, then we will refund, or issue a credit note for 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.
32. 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 no payment will be taken. 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

33. If you cancel within 7 days prior to arrival, no refund will be given and if your reason is verifiable, then a credit note may be issued and will remain valid for 12 months from the date of cancellation. Cancellation will be effective on the date it is received by us.

34. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 26 or clause 27 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.
35. We may also cancel your holiday if you breach any of these Terms and Conditions.
36. 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

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

By credit/debit card payment by phone. We accept the following cards:

- a. Mastercard
- b. Visa

Please ensure that you have sufficient funds in the account that you intend to make the payment with on the day of arrival.

Complaints

38. 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.

Personal data

39. Any personal data you give to us will be processed in accordance with the law.

Our promises to you

40. 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.
41. 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.
42. 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:

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

44. Stay with us only for holiday and recreational purposes.
45. Pay promptly for your holiday and other charges due to us.
46. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
47. Not cause any damage during your holiday.
48. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available in Reception. 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.
49. Not make any alteration to any accommodation or Pitch.
50. 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 and be responsible for all reasonable costs incurred.

Behaviour standards

51. 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.
52. 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:
53. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the Park including other customers.
54. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.
55. Not to:
 - a. 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);
 - b. Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 54 a.) at the Park or in its vicinity;
 - c. Commit any acts of vandalism or nuisance on the Park;
 - d. Use fireworks, Chinese lanterns or any similar open flame heat source on the Park;
 - e. Keep or carry any firearm or any other weapon on the Park;

- f. Keep or use any unlawful drugs on the Park;
 - g. Create undue noise or disturbance or commit antisocial behaviour on the Park;
 - h. Carry on any trade or business at the Park;
 - i. 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.
56. 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

57. 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.
58. 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 52-55 which has not caused a breakdown in the relationship between you and us) we may give 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 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.
59. If we cancel your booking under clauses 56 or 57 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.

Changing the Park Rules

60. 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.
61. 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.

Keys

- 62. We hold a key to all the accommodation we own on the Park.
- 63. We may use the key in an emergency, such as an immediate concern for the health and safety of any person, to carry out urgent repairs or preventative work, or to check and secure the accommodation if it appears to be insecure.
- 64. We will take reasonable care when accessing any accommodation.

Communications

- 65. We agree that any communications between us shall be sent using the details for us in these Terms and Conditions and for you on the Booking Form.

Interpretation

- 66. **"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 attached in the booking confirmation and available on our website.
- 67. **"Pitch"** does not include any part of the Park except that on which the accommodation in which you are staying stands.
- 68. **"Services"** means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch.
- 69. **"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.
- 70. **"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.
- 71. References to taxes and laws are references to them as extended, amended or replaced from time to time.