

## Holiday Bookings - Terms & Conditions

### March 2020

1. Please read these conditions carefully. In making a booking you warrant that you are 21 years of age or over and have the authority to accept and do accept on behalf of your party the terms and conditions set out below.
2. **Terms** Your contract will be with “the Company”, Rosneath Castle Park (Co. Reg. No. SC165445), the owner of the accommodation. The contract is subject to Scottish law and the non-exclusive jurisdiction of courts within England and Wales. All terms are either per week (Saturday to Saturday) or per short break (start date Monday or Friday) for the accommodation as equipped and described.
3. The usual **check-in time** is 3.00pm (subject to unavoidable delays). We ask that you vacate your accommodation by 10.00am on your day of departure. Guests arriving early are welcome to check in and enjoy the Park facilities until their accommodation is ready. If you expect to arrive after 6.00pm please let the Park know to arrange key collection. For non-arrivals unless the Park is previously notified, accommodation unclaimed by 12.00pm on the day following your holiday start date will be treated as a cancelled booking and the accommodation may be re-let. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay.
4. **Our prices and charges** shown are inclusive of VAT (where applicable). We reserve the right to amend the VAT element of our pricing in the event of any government changes in VAT. Additional supplements may apply such as cots, pets etc. We guarantee that once you have made your booking and paid a deposit we will not increase your holiday price unless you make a change to your booking.
5. We reserve the right to alter **prices in our brochure or on the website**, which may go up or down. We will advise you of the current price at the time of booking. The terms and conditions for bookings may change from time to time. Please check at the time of booking.
6. **Making a Booking** - Conditions of Booking

### The Holiday Contract

- The person who books the holiday by telephone, Internet or travel agent will be accepting the booking conditions on behalf of the holiday party. A contract between you and Rosneath Castle Park will come into existence.
- If you have made your booking by telephone. We will tell you on the telephone and give you a booking reference number.
- If you have booked online over the Internet. We will tell you over the Internet that your booking is confirmed by giving a booking reference number. You will also receive emails confirming your reservation, payment success and completion of your booking.
- The contract binds you and all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms and conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking.

- We reserve the right to decline or terminate the booking of any guest(s) whose party make-up or behaviour interferes or may interfere with the general comfort of other guests. In this event no refunds will be made.
- We are unable to accept large group bookings without prior permission from the parks general manager.

#### Use of your holiday home

- Only those people listed on the booking can occupy your accommodation and use the facilities of the Park. If this legal requirement is not met, your booking will be terminated and you will be asked to leave, with no refund made.
- As per government legislation it is illegal to smoke inside enclosed public buildings in England, Wales and Scotland. Outside smoking areas will be provided. All our accommodation is non-smoking but we cannot guarantee smoke free accommodation, or any holiday home to be allergy free.

7. **Number in Your Party** The total number in your party must not exceed the capacity of the accommodation as advertised by us.

8. **Payment** when you book you must pay the applicable deposit requested. Payment can be made in full or by deposit to secure your holiday booking.

Deposits will only be taken up to 8 weeks prior to the commencement of your holiday. Full balance payment for your holiday is due no later than 8 weeks before the start of your holiday. A balance reminder will be sent to you 10 weeks prior to payment due. Please keep your final confirmation safe as you must present this on arrival at your Park. If the balance is not received by the due date then your holiday will be treated as a cancellation. Bookings made within 8 weeks of the holiday start date must be paid in full at the time of booking. If a cheque is returned "unpaid" by the bank we will make a charge of £15.

9. **Changes by You** Once a booking has been confirmed by us, should you require it to be amended or re-invoiced then, if we accept this change, an administration fee of £20.00 incl. VAT will be charged. Up to 8 weeks before your holiday start date you may change your accommodation to another one at the same park as your original booking and within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing that you pay the administration fee and any outstanding balance. Bookings may not be transferred to other parties after we have received notification of cancellation.

10. **Cancellation by You** It may be necessary to cancel your holiday due to illness, accident or change of circumstances. If you have taken out our cancellation plan, payments arising from cancellation may be covered as detailed below.

As soon as you know you need to cancel, you must confirm the cancellation by writing to our Customer Services Team via email to [richard.quibell@rosneathcastle.co.uk](mailto:richard.quibell@rosneathcastle.co.uk) by letter to the address; Rosneath Castle Park, Near Helensburgh, Argyll, Scotland, G84 0QS.

The letter/email must be signed (where possible) by the person who made the booking or their travel agent. If you have not taken out our cancellation plan, cancellation charges are calculated as per the table below.

If you have not arrived by 8am on the morning after your break was due to commence or contacted the Park concerned to confirm when you will arrive, we will assume that the break is cancelled and the total holiday cost including the Cancellation Plan, fees and postal charge will be forfeited.

Length of time	Cancellation charge
70 days or more	Deposit* plus fees
43-69 days	30% of holiday cost*

29-42 days 50% of holiday cost\*  
8-28 days 90% of holiday cost\*  
7 days or less 100% of holiday cost\*

\*Plus Cancellation Plan premium, fees and postal charge.

^ Or £50 deposit, whichever is the greater value.

#### Cancellation Plan

When making a booking you will be offered the option to take out our Cancellation Protection Plan which covers you and your holiday party. We have two types of protection plan;

#### Premium Plan

Provides you with complete peace of mind and allows you to cancel your holiday up to 8 weeks before your holiday start date regardless of the reason, you can simply just change your mind. Premium plan also gives you the cover as outlined in the Standard Plan below:

**£35.00 per caravan per week or part week**

#### Standard Plan

Our Standard cancellation protection plan covers you should you, or any other member of your party, be forced to cancel your holiday because of sickness, bereavement, redundancy or jury service.

**£15.00 per caravan per week or part week**

We will need written proof of your cancellation, this will need to be as follows:

Sickness – Doctors Certificate

Redundancy – Formal notification

Jury Service – Court notification

Bereavement – Death Certificate

Customers covered by our Cancellation Plans and complying with these conditions will be entitled to the following (less a £25.00 administration fee and the cancellation plan fee):

**42 days or more before the holiday start date** – Full refund of total fund received.

**41 - 15 days before the holiday start date** – 75% of total sums received will be refunded

**14 days or less before the holiday start date** – 50% of total sums received will be refunded

Please note: Our cancellation scheme covers you until you arrive on site after which refunds cannot be given if, for any reason, you decide you leave early. You may wish to take out your own holiday insurance to cover this. Completion of our Cancellation Form and Proof will be required, by recorded delivery prior to the confirmed start date of your holiday. Please see the cancellation plan for details on how to request a refund under the plan.

If the Cancellation Plan is not taken out at the time of booking, we recommend you make your own arrangements. Please note the sliding scale of monies payable, under Conditions of Booking, should you not participate in the Cancellation Plan.

11. **Cancellation by Us** We always endeavour to provide our services for the times and dates that you have requested. However, in exceptional circumstances we may be forced to change or cancel your booking.

1. Proposed alternative arrangements
2. The option to choose an alternative holiday break with us at the original advertised price
3. Cancel your holiday with a full refund of any money paid

Force Majeure:

We are unable to provide a full refund where we must cancel your booking as a result of force majeure. 'Force majeure' means circumstances that arise that are reasonably deemed to be beyond our control. Such circumstances include, but are not limited to:

1. Natural disasters
2. Fire
3. Disruptive weather
4. Acts of government such as but not limited to: forced closure
5. Pandemics

In such non-exhaustive circumstances, and as we are unable to provide a refund as a result, you will be credited to the value of the original service so that you may choose a service of ours, at the same value, for another period of time.

12. **Brochure and Website Accuracy** We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website, however information and prices may have changed by the time you book. There may be small differences between the actual accommodation and the facilities and their description, as we are always looking for ways to make improvements. Whilst every care is taken to ensure that the details shown in the brochure and on the website are correct we cannot accept responsibility for errors contained therein or the results thereof.

Photographs are taken at our Park and are intended for guidance only. Certain images are representative rather than actual images of attractions and facilities. Layout plans are for illustrative purposes only.

Please note times to beach, railways and bus stops are approximate and services for these may vary or be limited.

Pricing errors can occasionally be made, if you happen to spot an error we are under no obligation to honour this price.

No party shall be allowed to reproduce any of the contents of this website (including photographs) without written permission of Rosneath Castle Park or any other copyright owner.

Rosneath Castle Park do not enter into any contract based on the content of this website.

12. **Linen and Towels** In our accommodation, except for cots, bed linen is provided. This may be duvets or blankets and sheets.

13. **Entertainment, Activities and Facilities** We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control. Opening times may be limited outside the main holiday season. Certain facilities and activities are subject to an additional cost. Certain facilities have age restrictions. Some facilities may be restricted to peak periods only, please check at the time of booking. Payment for use of these facilities can be made at the Park Reception on request. In accordance with UK licensing laws, we can only sell alcohol to persons aged 18 or over. We may require you to show proof of age using an approved form of identification such as a passport, photo driving licence or a valid proof of age card. Some venues have age restrictions covering certain times. It is the responsibility of the customer to ensure that all members of their

party participating in any watersports are able to swim competently and agreed to abide by such safety regulations as the company deem advisable.

14. **Unreasonable Behaviour** For the convenience of our guests, we reserve the right to terminate the party's holiday without compensation or refund, where the unreasonable behaviour of the persons in the holiday party might impair the enjoyment, comfort or health of other guests, our team members or staff. This may include but is not limited to verbal or physical abuse, and will be at the management's discretion.

15. **Damage to the Accommodation** You are liable for any damage caused in the accommodation during the period of hire and may be charged for it. We retain the right to enter the accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise, for example if repairs need to be carried out. All guests are expected to treat our holiday accommodation and park facilities with care so that others may continue to enjoy them. Any accidental damage must be reported to Reception immediately, so that we can make the necessary repair or replacement. Accommodation will be inspected at the end of a stay.

16. **Wheelchair/Disabled Persons** We aim to make our holidays and facilities available and accessible for all although many park locations and much of our accommodation is unsuitable for visitors with mobility issues. Please discuss your requirements with us in detail before making your booking to ensure that a holiday with us meets your needs and expectations.

17. **Special Requests** e.g. for adjacent or specific accommodation These cannot be guaranteed but every effort will be made to satisfy them. When booking on-line, you will be allocated the first available accommodation unit. Any special requests or requirements must be organised through our Reception team on park. If you book on-line and want to make a special request after the event you will be charged a £20.00 administration fee.

18. **Cots and High Chairs** These are available, on request at the time of booking. Please note that you will need to bring your own cot linen.

19. **Pets** We welcome well-trained dogs in selected accommodation at our Park but dogs that are specified in the Dangerous Dogs Act are not permitted. This includes all breeds of Pit Bulls, Rottweiler, Japanese Tosa, Dogo Argentino, Fila Brasileiro even where these types of dog are muzzled. We reserve the right to require the owner of any dog or pet considered disruptive or affecting the comfort of guests to remove it from the Park. Other pets may be permitted at our discretion. You must tell us that you are bringing a pet at the time of making your booking. A maximum of 2 dogs will be allowed with each booking. You must bring your pet basket with you and ensure that your pet(s) do not lie on the bedding or chairs under any circumstances. Pets must not be left unattended in accommodation or elsewhere on the Park. They must be exercised on a lead and in the charge of an adult. You are responsible for cleaning up after your pet. Pets are not allowed in the Castle Isle restaurant and bar.

20. **Smoking** Smoking is not permitted in any of our public facilities. Smoking is not permitted in any of our holiday homes.

21. **Your Vehicles** Your vehicles, their accessories and contents are left entirely at your own risk. We cannot accept responsibility for any loss or damage from or to any vehicle from any cause whatsoever. Speed limits in force on the Park must be followed for the safety of all our guests.

22. **Local attractions** We accept no responsibility for information relating to local attractions, including details of distances, timings and activities. We provide this in good faith for information purposes only but make no recommendations in respect of any attraction, have not verified that the listed details are accurate or up-to-date and accept no responsibility for any reliance by you on them. You must make your own arrangements (including, where appropriate, having any necessary insurance in place) regarding the attractions with the

operators and local tourist board information centres. Where we list attractions on this website we do not do so as an agent for the owner or operator of any attractions and so have no liability for any loss or damage suffered by you whether in contract or negligence as a result of any reliance on the information contained herein, or for any loss or damage suffered by you in visiting or purchasing any ticket for any such attraction.

23. **When you book with us, you'll be giving us some personal information about you and the other people coming with you. We will use the personal information that you provide to process your booking and payments and provide you with information relating to your booking. If you have opted in to receive marketing communications from us, we will inform you of offers, special events and news. You can opt out at any time by contacting us. Our detailed Privacy Policy is available on our website.**

**We will only correspond with the lead customer on the booking. It is your responsibility to inform all other members of your party what information about them you are providing to us, and what we will use it for.**

**We have CCTV cameras at some locations at our holiday Park for crime prevention and safety reasons.**

24. **Comments or Concerns** We will do everything possible to provide you with an acceptable standard of accommodation. However, if there is a problem please report it immediately to Guest Services so that remedial action, as appropriate, will be taken. We will use our best endeavours to resolve the problem as quickly as possible. If we are unable to resolve the problem we may move you to an alternative unit in a similar or upgraded category, if available. If, at the end of your holiday, you feel that we have not dealt with your complaint satisfactorily, please write to the Holiday Sales Manager within 28 days of your return. You will then receive acknowledgement allowing us 14 days to investigate. The Company cannot accept any liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint during your holiday allowing us the opportunity to resolve any issues to your satisfaction whilst you are with us.

25. **Liability** We accept responsibility for those arrangements for your holiday that are within our control, but we cannot accept liability for any loss or damage suffered by you or any member of your party unless there was willful default by us, our employees or agents. Please note your personal belongings are your responsibility for any loss or damage. You must make your own enquiries and arrangements (including, where appropriate, having any necessary insurance cover in place) regarding the attractions with operators and local tourism information centers. Where we list attractions in this brochure we do not do so as agent for the owner or operator of any attractions and so have no liability for any loss or damage suffered by you whether in contract or negligence on the information contained herein, or for any loss or damage suffered by you in visiting or purchasing any ticket for any such attraction.

## 26. Data Protection Policy

We will use the personal information that you provide to process your booking and provide you with your holiday and for internal statistical, market research and recording purposes.

- We will only correspond with the lead customer on the booking.
- It is your responsibility to inform all other members of your party what information about them you are providing to us, and what we will use it for.
- Your Data Controller is Rosneath Castle Park.
- You are entitled to a copy of your information held by us on written request to the Data Protection Administrator, Rosneath Castle Caravan Park Limited, Rosneath, Near Helensburgh, Argyll, G84 0QS.
- We have CCTV cameras at some locations at our holiday Park for crime prevention and safety reasons.

*All bookings are subject to our Terms & Conditions and availability.*