

## **Holiday Bookings - Terms & Conditions**

### **September 2023**

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 for the duration of your break and for the accommodation as equipped and described.

3. The usual check-in time is 4.00pm (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 the 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.

### **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 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 [enquiries@rosneathcastle.co.uk](mailto:enquiries@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 12.00pm 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\***

**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.

If you decide to leave before your end date, for any reason, the park will not refund for any days unused and may re-let your accommodation.

### **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 break.

#### **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 break

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 sums funds 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. If this happens we will offer:

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 allowed in the back room of the Castle Isle restaurant but must not be left alone and remain on a lead at all times.

#### **20. Smoking**

Smoking is not permitted in any of our public facilities or any of our holiday homes. There are smoking bins located outside of our facilities and we would ask that they are used to dispose of any butts.

#### **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 are in force on the Park and 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. Personal Information**

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 our Reception Team 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 us 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 centres. 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.

## **Touring Holiday Bookings - Terms & Conditions September 2023**

### **1. General Booking Conditions**

Any booking received, represents a contract between Rosneath Castle Caravan Park (RCCP) and the Customer, binding each to the following conditions. The person making the booking accepts the contract on behalf of all members of the party, is responsible for making due payments, and for all party members to be aware of these terms and conditions.

Advance bookings made 14 days or more prior to arrival require a £70 upfront deposit. The balance needs to be paid in full within 14 days of booking made. If the balance of your payment is not received 14 days prior to the start of your holiday we will assume that you no longer require the pitch, and we reserve the right to cancel/re-let it. Please note if you have booked via a Third-Party payment conditions may vary.

Please note card details are not stored for future use, and we will not automatically take the balance payment. It is your responsibility to ensure your holiday is paid for within the timescales. We will do our best to contact you before cancelling your booking.

Bookings can be made online at [www.rosneathcastle.co.uk](http://www.rosneathcastle.co.uk) where payment will be taken straight away. You will be required to enter your car registration to gain access through our ANPR barrier system. Alternatively, you can contact our main reception on 01436 831208 (Monday – Sunday 9am – 5pm) to make a booking. Please note that Reception is unmanned after 5 p.m. We advise our guests to inform the site while on your way there should you expect to arrive after this time, so that the team can provide information about your unit/pitch.

### **2. Cancellation Terms & Procedures**

We recommend that you take out insurance cover for your holiday as once you have paid your deposit you have entered a contract and are liable for the full holiday cost, even in the event of cancellation. If you wish to cancel your holiday, please contact our Reception team on



01436 831208. We will then confirm your cancellation by return email. If you are cancelling your holiday less than 7 days prior to arrival, your booking will be cancelled, and all monies retained.

### **3. Arrival & Departure Information**

Arrival time for pitches is from 1pm on the day of arrival. Please follow the instructions in your arrival email which is sent on confirmation of your booking. Arrivals are accepted up until 8pm. We kindly ask you to advise us in advance if you expect to arrive after 8pm.

Checkout time is 12 Noon on the day of departure. Failure to depart on time impacts the arrival of incoming guests. Please ensure you leave your pitch tidy and free of rubbish.

### **4. Wash House Facilities**

At the time of booking, guests will receive a code for our wash house. Guests are advised to keep all areas clean and tidy. Laundry is not permitted within the basins. Only dishes, crockery and glasses are to be washed here. We encourage our guests to use our launderette on site for any washing or drying needs. Please note the opening times and costs for the launderette are displayed within the kitchenette.

### **5. Pitches**

All 19 of our pitches are 31ft in length and 17ft in width. It is the Customer's responsibility to ensure that their vehicle can fit on our pitches and refunds are not applicable if we are unable to accommodate you.

All our pitches are hard standing with their own individual electric (16 amp), water tap and tv point.

Please ensure you dispose of your chemical waste in the chemical toilet at the wash house and **grey water only** at the exit as you leave the touring site.

Pitches are chosen on arrival by yourself on a first come basis. We cannot accept requests for pitches. Pitches are available on a pay nightly basis with a minimum of a 2-night stay. We will not be offering seasonal pitches.

The price of the booking includes your pitch and 2 adults. Your pitch must be kept clean and tidy at all times and rubbish must be disposed of prior to departure.

General waste can be disposed of in the red bins outside the wash house. For all recycling – such as glass, paper, cans and plastic, guests are encouraged to take their recycling to the area beside the main reception building.

### **6. Accommodation Types**

- Commercial vehicles (vehicles used for work-related purposes, carrying goods or fare-paying passengers) and sign-written vehicles are not permitted on site.
- We do not accept tents at our park. Tents cannot be erected on or around your touring/motorhome pitch, and people cannot stay overnight in an awning.
- As part of our terms and conditions, we do not permit makeshift campervans/caravans on site. Many will not have sufficient ventilation, water or door separation and the risk from the gas and fire is a safety issue.

- Campervans must have 2 or more windows on at least one side of the main body (this does not include windows on the driver or passenger doors) to provide a reasonable amount of daylight into the living accommodation

## **7. Dogs**

Dogs are welcome by prior arrangement at the time of booking. Guests must declare if they are bringing their dog on their booking form. We have a strict policy of only 2 dogs maximum per pitch.

Dogs are accepted on the understanding that they will never be left unattended on the pitch or anywhere else on park. They must always be kept on a lead around the park, and all dog fouling must be cleared immediately and disposed of within our designated dog bins.

There is a “doggy shower” at the rear of the wash house building, please be mindful of the temperature as it can get quite hot.

Dog bins are available within the touring ground and around the site and spare dog bags can be picked up from Reception if needed.

Dogs are not allowed in the children’s play area or within our wash house building. They are however, welcome in our designated area within our Castle Isle bar and must be kept on a lead at all times and are not permitted on the furniture.

Dogs are always the responsibility of their owner and no responsibility will be taken by RCCP for any damage caused by them.

## **8. Your Behaviour**

You are responsible for the behaviour of all members of your party. Behaviour should be in keeping with the family environment and should not be excessive, noisy or disruptive, especially at night. Noise should be kept to a minimum after 10pm. Offensive, aggressive or illegal behaviour will not be tolerated and may result in the police being involved. We may ask you and/or your party to leave immediately if your conduct results in police attendance or is considered by us to be (a) inappropriate: (b) likely to cause harm: (c) impair the enjoyment, comfort, or safety of anyone: or (d) is likely, in our belief, to breach any of this agreement. No refund or compensation will be given in these circumstances, and we reserve the right not to accept any future bookings from you or any member of your party.

## **9. Restrictions & Park Rules**

- **Awnings:** For licensing and safety purposes we do not permit anyone to stay overnight in an awning. The awnings permitted at our park shall not be of types which incorporate sleeping accommodation. If anyone is found to be using an awning for accommodation purposes, we reserve the right to ask them to leave the park and no refund will be given. Where awnings are used, the distance between any part of the awning and an adjoining caravan should be not less than 3 metres. The awnings should not incorporate sleeping accommodation and they should not face each other or touch.
- We do not permit gazebos, jet skis, trailers or boats at our park.
- Poles and flags are not permitted to be erected anywhere on our motorhome ground.
- We would appreciate no noise between 10pm and 8am, music should always be played quietly.
- We request that children vacate the play area by 9pm each night.

- We do not allow open fires on the park; this includes fire pits.
- Please ensure all barbecues are raised off the grass and decks.
- When driving on the park, please give way to pedestrians and observe the 10-mph speed limit.
- There is a defibrillator located outside our reception building.
- Guests are welcome to use the green space behind the wash house for drying clothes, please ensure whirligigs are not obstructing pathways, parking bays or pitches and are removed at the end of every day.

#### **10. Vehicles**

There is a speed limit of 10mph, which must be adhered to. Vehicles are driven onto the park and left at your own risk, we are not responsible for loss or damage. A maximum of one car per pitch is permitted, any additional cars must park out-with the motorhome area in designated parking areas and must not cause obstruction.

The charging of electric cars is strictly prohibited at your touring pitch. For insurance purposes, you are required to use a dedicated electrical charging point. Please ask a member of our Team for your closest point.

Our touring grounds operate a security barrier with Automatic Number Plate Recognition. It is a one-way system on entry. It is your responsibility to provide us with the correct details for your party. If you have given us incorrect information this may cause a delay on your arrival.

Please note Emergency Services have 24hr access to the park.

#### **11. Banned Items**

We have a zero-tolerance policy on drugs, firearms, and offensive weapons. If we have reason to suspect that you have taken or are in possession of any illegal drugs or any other illegal substance, a firearm, or offensive weapons, we will ask you to leave the park, without a refund.

#### **12. Park Facilities**

The opening and closing dates of our facilities are provided on our website, however these 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 to our facility opening times if they have been altered at that stage, otherwise please always check prior to booking if this is important to your stay.

If you have any concerns after our office is closed at 5pm, please contact our security team from 8pm on 07584085696.

#### **13. Licensed Premises**

We shall not serve or sell alcohol to anyone who is, or appears to be, under the age of 18 (and cannot prove they are over 18), or whom we, in our sole discretion, consider having been drinking excessively. Please note we operate a Challenge 25 policy.

#### **14. Comments or Concerns**

If you have any concerns or are dissatisfied with any aspect of your break whilst on the park, please discuss this with our team in the main reception and we will endeavour to help you immediately so that you can enjoy the rest of your stay. If you do not give us the opportunity to resolve any problem by reporting it during your stay, we may not be able to deal with it positively on your return home. Claims may be rejected if we have not been given the opportunity to put matters right or investigate your concerns.

Please submit any written comments within 10 days of returning from your break so that we may properly review and reply to your feedback. Please write your Booking Number on any correspondence.

Please note that we are not responsible for any matter of which you were aware and which you did not bring to our attention during your break.

#### **15. Photography**

We regularly take photographs or videos for promotional purposes. Please be aware that these may take place while you are at our park.

Only non-intrusive photography of your own party and friends is permitted on our park. Photography (still, digital and video) is not permitted in any of our toilet or shower blocks. You may not carry out photography for commercial purposes, publication, or similar purposes without prior consent in any part of our Park. Drones are not permitted.