



TERMS AND CONDITIONS

Important information and our booking terms and conditions

- 1 Who your agreement is with.** When you book your holiday your agreement will be with Swalwell Holiday Group (SHG). See bottom of page for further details.
- 2 The agreement.** There will be a contract between you and SHG, when we accept your first payment (if you are booking by phone), or when the agent confirms your booking or, when your booking is confirmed (if you book online). The person making booking accepts the contract on behalf of all members of your party and is responsible for making sure they accept the contract. We can't accept bookings from anyone under 18.
- 3 Terms of the agreement.** These terms form your contract with us.
- 4 Alterations to your booking.** Once there is a contract you can't transfer or change your booking without our agreement. If you want to make small changes (eg type of accommodation, date or party members) we will try to help. There will be an administration fee of £15.
- 5 Cancellation Insurance Cover.** We strongly suggest that you take out Cancellation Cover as it will protect the cost of your holiday should you need to cancel it for any reason. By not adding Cancellation Cover, you will only be refunded as detailed in the table below in the event of cancellation:

Costs:

Caravan, Lodge and Cottage Bookings

£40 per short break

£50 for breaks of 7 days or more

Tent, Touring Caravan and Motorhome Bookings

£10 for bookings up to 6 days

£20 for bookings of 7 or more days

Refunds:

Insured Customers

We offer a no-quibble money back guarantee if you have purchased Cancellation Cover and we will refund you the full amount of your holiday, less your non-refundable deposit and your insurance premium, regardless of when or for whatever reason you cancel your holiday, anytime up to 48 hours before arrival.

Non-Insured Customers

If you have not taken out Cancellation Cover then we will only refund you on the following scale:

| Period before arrival | Refund % of total cost of holiday less deposit |
|------------------------------|---|
| Up to 30 days | No refund given |
| 31 to 60 days | 25% |
| 61 to 89 days | 50% |
| More than 90 days | 75% |

In the event of cancellation, we will require written notice or an email notification. Please email us at enquiries@auchenlarie.co.uk, or write to us at Auchenlarie Holiday Park, Gatehouse of Fleet, DG7 2EX. The date we receive your written notification / email is the date of the cancellation.

- 6 Paying for your holiday.** When you book your holiday you will need to pay a deposit of £75 per week, £50 per short break. For touring and tenting, bookings are confirmed with a deposit of one night's fee. Bookings made less than 28 days before arrival must be paid in full at the time of booking. Unfortunately, we cannot guarantee specific holiday homes or pitches.
- 7 Payment.** The balance of the full account must be paid 28 days prior to arrival (provided booking lead time allows). We reserve the right to cancel your holiday and re-let the accommodation if full payment is not made on time. On receipt of your initial payment we will send confirmation by email your balance of account invoice within 7 days.
- 8 Prices.** All prices are subject to change so could increase or decrease. The price confirmed when you book is the final price and will not change unless you alter your booking. All prices include VAT and insurance premium tax (where applicable) at the rates at October 2017. If the rates increase after that date, prices may change to reflect the increase.
- 9 Numbers in your party.** The total number in your party (including children and babies) must not exceed the maximum capacity of the holiday home or pitch advertised in this brochure or online.
- 10 Single sex parties.** If you wish to book a single sex party you must tell us of this. There may be restrictions on bookings from all male or all female parties of over 4 people and restrictions on the number of people who can occupy the holiday home or pitch. Please check when you book.
- 11 Groups.** Group bookings (whether made by 1 person or a number of people) of 4 or more holiday homes or pitches, or where there are 20 or more people in the party, must contact our Reception Team, either by email, enquiries@auchenlarie.co.uk or by telephone 01556 506 200. Family and friends who live at the same address or know each other or who travel together will be considered as making a group booking even if they have made separate bookings. Because of the family nature of our Holiday Parks there are additional restrictions on group bookings at certain times, please call our Reception Team to ask about these. We will only accept group bookings if you tell us about them and give us the names and addresses of everyone in your group before you book. The lead booker for a group is responsible for the conduct of the other members of the group and for ensuring they comply with these terms and conditions. We may require the lead booker to provide a deposit as security in the event of any damage by any member of the group.

- 12 Holiday Use.** As our Parks are Holiday Parks we don't accept bookings if you want to stay for work or use the Park as a base to travel to work or for residential use. All adults booked must appear on the electoral roll at the address given when booking or provide other evidence of their permanent address such as a council tax bill if requested.
- 13 Arrival and departure times.** Your Holiday Home will be available from **4pm**. Your touring pitch will be available from **2pm**, with departure at **12 noon**. If you think you may arrive after **7pm** please let us know. If your Holiday Home is not occupied by 10am on the day after your arrival day and you haven't told us you will be arriving we will treat your booking as cancelled and re-let the Holiday Home or pitch. You should leave your Holiday Home by **10am** on your departure day.
- 14 Children.** All children must be supervised by parents or guardians throughout the holiday. Where we have children's clubs, special programmes of events and other facilities for children, these are not childcare facilities and children remain the responsibility of their parents or guardians at all times. Please make sure you always know where your children are.
- 15 Guests with special needs.** Guests with disabilities are welcome at all our Parks, however, some accommodation and locations may not be suitable for guests with disabilities. If you, or one of your party has special needs or a disability, please tell us about this before you book so we can try to ensure the accommodation and Park are suitable for you. If you don't tell us we can't be held responsible. We will try to accommodate any special requirements but can't guarantee this.
- 16 Allergies and non-smoking accommodation.** If any member of your party suffers from an allergy, we recommend that you don't book pet friendly accommodation. All of our accommodation is non-smoking. If you smoke in a non-smoking accommodation you will be required to pay an additional fee of £80 for deep cleaning of the accommodation.
- 17 Pets.** Most dogs are welcome at our Parks but only in pet friendly accommodation. A maximum of two dogs per booking. There is a charge of £25 per pet. Some breeds of dog, including those listed in the Dangerous Dog Act are not allowed so check with us when you book. Please enquire before you book whether other pets are allowed. Except for assistance dogs there is a charge per week per dog or pet. Dogs must be kept on a lead under the control of a responsible adult at all times and wear a collar with identity tag. You must clean up after your pet. Pets (other than assistance dogs) are not allowed in any facilities or play areas. You can however take your dog into our Sports Bar. Pets should not be left unattended in Holiday Homes and must not be allowed on bedding or seating. If we think your pet is causing a nuisance or damage you will be required to remove it from the Park. If you take a pet into a Holiday Home which is not booked as pet friendly, you will be required to pay an additional fee of £80 for the deep cleaning of the accommodation.
- 18 Use of your holiday home.** At the end of your holiday, please leave everything in a clean and tidy condition. You may be required to pay for any damage you cause to your holiday home during your stay or for any specialist cleaning required. We have the right to enter your accommodation for maintenance purposes or in special circumstances and in emergencies.

- 19 Your personal possessions.** You are responsible for your personal possessions on Park or in your Holiday Home and we aren't responsible for any loss or damage to these. If you leave personal possessions behind at the end of your holiday we'll try to return them (postage costs, chargeable) but are not responsible for them.
- 20 Cots and highchairs.** Travel cots and highchairs may be hired at an additional charge, subject to availability. You need to request these when you book. A deposit may be required on arrival. Cots can normally only be accommodated in the living area of Holiday Homes. You will need to bring your own cot linen.
- 21 Bed linen.** This is provided in all Holiday Homes but we do not make up the beds. Some promotional holidays do not include bed linen – please ensure when you book you ask for bed linen. There is a charge for bed linen on promotional bookings. We do not provide towels, tea towels or other bathroom and kitchen requisites.
- 22 Park facilities.** For Health and Safety reasons some of our facilities have age and/or height restrictions. Children under the age of 12 must be supervised by an adult in the swimming pool (ie in the water) and one adult may not supervise more than two children under 12. At busy times access to facilities may be restricted and a booking system may operate. We may have to close facilities (eg for Health and Safety reasons, maintenance or reasons beyond our control) and we are not liable to compensate you if we do so.
- 23 Entertainment.** You can purchase entertainment passes which you will need to show to access the entertainment complex. Any day visitors you have will need to buy day entertainment passes too. Swimming however, is free. We may have to withdraw or change entertainment or close facilities and we are not liable to you if we have to do so. It is against the law to smoke in buildings open to the public and we provide outdoor smoking areas. E-cigarettes are not permitted in our facilities. You are not permitted to bring your own food, alcohol or other drinks into the entertainment complex, bar or restaurant.
- 24 The Holiday Park.** Our Parks are in rural locations so there may be areas of uneven ground, unmade paths, streams, rivers and limited lighting. Please take special care to avoid accidents. Please make sure you know about these features and supervise children appropriately.
- 25 Your car and other vehicles.** You should comply with speed limits, parking and Road Traffic Regulations on Park. We try to provide parking next to or near your holiday home or pitch but we can't guarantee this, please ask at time of booking. Vehicles are brought into the Holiday Park at your own risk and we are not responsible for loss or damage to these except where it is caused by our negligence or fault. Quad bikes, similar vehicles and pickup and large commercial vehicles aren't allowed on Park.
- 26 Behaviour on Park.** Our Parks are family Holiday Parks so please ensure your behaviour is appropriate and not noisy, offensive or likely to cause any harm or upset to other guests, staff or property at the Holiday Park. If we feel your behaviour is illegal, offensive, disruptive or inappropriate, or it is disturbing other guests we will ask you to leave the Holiday Park and no refund will be given. We request that you respect the privacy of other Park users; noise must be kept to an absolute minimum after 10pm.

- 27 Complaints procedure.** If you have any concerns at all during your time with us please let us know. Talk to any member of staff or contact the Reception Team. It is our aim to resolve any concerns as soon as possible so that you can continue to enjoy your time with us. **Please note that we will not accept any responsibility for any matter of which you are aware and do not bring to our attention during your break.** In the unlikely event that we cannot resolve your concerns during your break, please make contact with our Reception Team on 01556 506 200 once you get home. The easiest way to get in touch is by email enquiries@auchenlarie.co.uk or in writing to Swalwell Holiday Group, Auchenlarie Holiday Park, Gatehouse of Fleet, DG7 2EX. Any outstanding concerns must be raised within 14 days of the end of your break. Please note that we may only correspond with the booker of the break. We will not enter into further correspondence on any matter resolved during your break and accepted as such by you. If you still feel we have failed to resolve your concerns you may contact an independent Online Dispute Resolution Platform on <http://ec.europa.eu/consumers/odr>
- 28 Cancellation by us.** Very occasionally, in exceptional circumstances, we may have to cancel your booking. If we do so we will tell you as soon as possible and you can choose either to have a full refund, or accept any alternative arrangements offered to you, or book another holiday with us at the current price. If we have to cancel because of circumstances beyond our control (eg fire, theft or flood) we will pay a full refund. If we cancel we will have no further liability to you for this.
- 29 Brochure accuracy.** We have taken all care to make sure our brochure, online booking facility and website are correct at time of going to print. However, we cannot accept responsibility for any errors or the results of these. **Photographs of accommodation are examples only and furnishings, layout and decoration may vary.** We are not responsible to you for unforeseen events or matters over which we have no control. We cannot guarantee specific pitches or Holiday Homes but we will always guarantee the grade of Holiday Home booked.
- 30 Our liability to you.** We are responsible for any loss or damage you may suffer as a result of our negligence or wilful default, but otherwise are not liable to you for any loss or damage you suffer. Our liability to you is limited to the cost of your holiday less any insurance premium, except in the case of death or personal injury. We will not be responsible for personal injury (whether fatal or otherwise) to any person coming onto our land, or for loss, damage, costs and expenses however caused and whether by negligence of the owners or otherwise. Your statutory rights are not affected by anything in these terms and conditions.
- 31 Keeping safe the information you have given us.** The information you give us in connection with your booking is held by Swalwell Holiday Group in accordance with the Data Protection Act 1998. Swalwell Holiday Group is notified as a data controller under that Act. We use this information to help us to provide and improve our service to you and to provide you with information about our holidays and holiday homes. We may disclose this information to our insurers and insurance brokers and advisers where applicable, and to others if we are legally required to do so, or where we believe it is necessary to protect our, or another person's rights, property or safety. We use CCTV cameras at some locations at our Holiday Parks for crime prevention and safety reasons. You should ensure other members in your party know about the information you provide and how we use it and agree to it.

32 Data Protection.

The information taken at time of booking is required to be collected for the purposes of processing your reservation at Swalwell Holiday Group. We may process your data to keep you informed of our activities and to keep you informed of our activities and to keep you updated with news, offers and other information that may be of interest to you. if you do not want us to use your information for the marketing purposes described in this paragraph, please let us know. We may also disclose your data to CampStead Limited who may contact you, inviting you to complete a questionnaire and review regarding your stay at our Park.

33 How to contact us. If you need to contact us please call our Reception Team on 01556 506 200 or email them on enquiries@auchenlarie.co.uk or write to us at Swalwell Holiday Group, Auchenlarie Holiday Park, Gatehouse of Fleet, DG7 2EX.