APPULDURCOMBE GARDENS

HOLIDAY PARK

TERMS & CONDITIONS

- We reserve the right to make amends to our Terms and Conditions without notice.

MAKING A BOOKING

- Our online booking system enables you to check LIVE availability and costs and instantly book a holiday online.
- For those guests who don't have internet access, reservations can be made by calling reception on 01983 852 597.
- We are unable to arrange ferry travel for bookings made at short notice. We require a minimum of 24 hours notice prior to the arrival date to be able to process a ferry booking, as we cannot guarantee ferry availability at short notice - as this is subject to space with our trade rates - which is completely separate to 'public availability' on the ferry company's websites).
- Due to limited space on our trade rates, preferred sailing times cannot be guaranteed - but we will book the time closest to your requested times.
- Appuldurcombe Gardens Holiday Park Ltd. are not held responsible for any missed sailings, cancellations or delays.
- If you have booked via an agent - please check their Terms and Conditions.

GROUP BOOKINGS

- We do not accept large group/party bookings.
- A maximum of 3 pitches or 3 self-catering accommodation is only allowed per group.

PROVISIONAL BOOKINGS

- Any provisional bookings made after the booking system has gone live will only be held for 7 days.
- If we have not heard from you within 7 days of a provisional booking, the dates/accommodation reserved will be released and the booking cancelled.

BOOKING CONDITIONS

- Only families and couples will be accepted. We reserve the right to refuse any bookings that in our opinion may be unsuitable, either by reasons of numbers, composition or false declaration.
- We also reserve the right, at our absolute discretion, to refuse or terminate the stay on site of any persons causing a nuisance of any sort or failing to comply with any of the site rules or conditions of the booking. In this event the hirer shall remain liable to pay the hire price and no refund will be due.
- The person who makes the reservation is responsible for that booking and warrants that they are over 21 years of age and that the party will not exceed the numbers stated on the booking.
- Anyone under 18 who wishes to make a reservation, must have at least one adult with them for the duration of their stay.
- We do not accept single sex parties without prior agreement.
- Bookings for our self-catering accommodation must be made at least 48 hours before the arrival date.
- Walk-ins are not accepted.

DEPOSITS - STATIC CARAVANS, LODGES & APARTMENTS

- 2 nights stay - full payment is due.
- 3 - 7 days £50 deposit.
- 8 - 14 days £100 deposit.

This non-refundable deposit is payable as soon as the booking is made.

DEPOSITS - TOURING CARAVANS, MOTORHOMES & TENTS

- Up to 7 days £50 deposit.
- 8 - 10 days £80 deposit.
- 11 - 14 days £100 deposit.
- This non-refundable deposit is payable as soon as the booking is made.
- If the cost of your stay is 'less than' £50, then the full cost of the holiday will be required.

FINAL PAYMENTS

- The 'Final Balance' of your holiday must be paid **8 weeks** prior to your arrival date.
- The online booking system will notify you via email when the payment is due.
- If the 'Final Balance' is not paid within the timeframe, then we are entitled to cancel your holiday and retain the deposit.

CANCELLATIONS

- Once your **'Final Balance'** has been paid, if you are forced to cancel your holiday, for whatever reason, any monies paid less the deposit element and any ferry charges applicable, will be refunded **ONLY** if the accommodation / pitch is re-let.
- Cancellations will become effective on the date we receive written confirmation.
- Once the booking has commenced, no refunds will be given if you decide to depart prior to the end of your stay.
- To cover you for this loss of deposit element and other eventualities, We **STRONGLY** recommend you take out **FULL COMPREHENSIVE Travel Insurance** to ensure you are covered in the case of a cancellation.
- We reserve the right to make an administration charge of £20 on all alterations to bookings and ferry reservations made at the request of the client.

BOOKINGS & FERRY AMENDMENTS

- Alterations to holiday dates are to be agreed at the discretion of the Holiday Park. **Holiday amendments 'can only 'be taken within the calendar year booked and cannot be carried over to the following year.**
- It is not possible to alter the dates of your holiday if you have booked to stay during the peak season i.e., May half-term week or the Summer Holidays.
- Outside of the peak season, this will be discretionary and only under exceptional circumstances. The amendment request will also need to be made 72 hours before the arrival date.
- There will be a £20 amendment fee for alteration of a booking.
- To add or amend a ferry booking, we require a minimum of 24 hours' notice prior to the arrival date to be able to process a ferry booking (we cannot guarantee ferry availability at short notice – as this is subject to space with our trade rates - which is completely separate to the public availability on the ferry company's websites).

FERRY BOOKINGS

- We 'cannot' arrange ferries for Vans or Commercial Vehicles
- Ferry bookings are made subject to the availability on our trade rates.
- Please check all details are correct when your ferry tickets are emailed to you.
- We cannot guarantee that your preferred sailing times will be available and will book the closest to these if they aren't.
- Please also note that once a ferry booking is accepted, we will not be held liable for any cancellations, delays or missed ferry crossings.
- We are merely a booking agent for the ferry companies and your main contract lies with them.
- We will not be held liable for any strike action taken by Red Funnel or Wightlink ferries.

QUOTATIONS

- Although every effort is made to ensure the prices and correlating booking system is correct, Appuldurcombe Gardens Holiday Park Ltd. reserves the right to change prices and dates accordingly.
- The quoted prices include VAT at the current rate.
- If any new tax increases or levies are introduced during the course of the year, we will re-invoice your holiday accordingly this also applies to ferry price increases.
- Verbal quotations must be confirmed in writing by Appuldurcombe Gardens Holiday Park Ltd; whilst we attempt to ensure that verbal quotations are accurate, they are given on a basis of 'Errors & Omissions Expected'.

REFUNDS

- Please note, no refund will be provided if a guest decides to cut their holiday short under any circumstance.
- If a guest/party is asked to leave site due to breaking of the Terms and Conditions / Site Policies, no refund will be issued under any circumstance.

EXCEPTIONAL CIRCUMSTANCES

- Once your 'Final Balance' has been paid, if you have to cancel your holiday due to a bereavement, providing we receive written confirmation of your cancellation, supported by the relevant documentation of proof.
- If your accommodation/pitch is NOT re-let, you will receive 50% of the cost of the holiday.
- If your accommodation/pitch is re-let, you will receive the cost of the holiday minus the deposit paid, or you can amend the reservation to a later date subject to our availability.

HEIGHT OF SEASON

- The length of stay during the height of the season, is a maximum of two weeks.
- Single Person Occupancy: A minimum pitch fee for 'two persons' will be charged for the duration of the stay.

DEPARTURE & DAMAGES

- On Departure: please leave your accommodation clean and tidy.
- If accommodation is left in an unacceptable condition, we reserve the right to charge the hirer to cover additional cleaning costs.
- Soiled seating/mattresses will be chargeable as they are expensive to replace. Therefore, we strongly recommend protective covers for the young or infirm.
- Any missing items or damage incurred to the self-catering accommodation, must be reported to Reception.
- Broken items or damages to the accommodation will be chargeable to the hirer who made the reservation.
- Appuldurcombe Gardens Holiday Park Ltd. cannot accept responsibility for loss, damage or accident to persons or private property, including private cars, bicycles etc. however caused.

HEALTH & SAFETY & VEHICLE POLICIES

We take the well-being and safety of our guest's very seriously and we ask that you comply with the following:

- The speed limit on the park is **5mph.**
- Cars are parked in the car park at your own risk. Please park with consideration to other guests.
- Guests are not allowed to bring sign written or commercial vehicles onto the park.
- On the Touring & Camping field - on the initial booking 1 tent + car, or 1 caravan + car, or 1 motorhome is included. Additional charges are incurred for a pup tent, gazebo or 2nd car. (a maximum of 2 cars allowed per pitch subject to space).
- Guests requesting to bring 2 cars onto the camping field, must inform reception at the time of booking, as there is a charge for a 2nd car and it will be subject to space on the pitch.
- Parents / Guardians are responsible for the safety and good behaviour of their children at all times.
- Parents / Guardians are responsible for supervising their children around the pool area at all times.
- If you have a pet with you, please ensure these are kept on a short lead at all times to respect other guests and to prevent any form of accident.
- No pet should be left unattended in any form of accommodation at any time.
- Bicycles are not to be ridden around by the pool area or through The Orchard.
- SKATEBOARDS/ROLLER-BLADES /HOVERBOARDS are not permitted.
- Open fires or fire pits are **NOT** allowed.
- Generators are not permitted.

PRIVACY AND PERSONAL DATA

- We collect and process personal information (such as your name, contact details, booking information, payment details and vehicle information) for the purpose of managing your booking and providing our services.
- All bookings are processed through CampManager, a third-party booking management system.
- By making a booking, you consent to your information being securely transferred to and processed by CampManager on our behalf.
- We only use your personal data for legitimate business purposes, including managing reservations, communicating with you about your stay, any newsletter, promotions and meeting our legal and financial obligations.
- We do not sell your personal information to any third parties. Your data will only be shared with service providers who help us operate the park and deliver services (e.g., booking systems, payment processors), and only where necessary.
- We take appropriate technical and organisational measures to protect your personal information from loss, misuse, unauthorised access, disclosure or alteration.
- Personal data is retained only for as long as necessary to fulfil the purposes for which it was collected and to comply with legal requirements.
- You have rights regarding your personal information, including the right to access, correct, delete, or restrict its use.
- You may exercise these rights by contacting us using the details in our Privacy Policy.
- For full details about how we handle your information, please refer to our Privacy Policy, which forms part of these Terms & Conditions.

ACCESS

- We reserve the right to send our employees into any accommodation on the park whilst let, in order to inspect and carry out any repairs that may be necessary.
- Guests should report any maintenance problems immediately to Reception and NOT attempt any remedial action themselves.
- Appuldurcombe Gardens Holiday Park Ltd. will not be liable for any personal injury, direct or indirect loss or damage to any property**.**

QUIET HOURS

- Are from 23.00hrs until 08.00hrs.
- Please respect fellow guests and keep noise to an absolute minimum within the quiet hours.

VISOR

- We don't knowingly allow any guest to use or visit our park 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 any refund.

ILLEGAL SUBSTANCES

- Appuldurcombe Gardens Holiday Park Ltd. operates a zero-tolerance policy regarding illegal substances.
- Any involvement with illegal substances, including possession, use, or distribution, is grounds for immediate removal from the site.
- Guests removed under this policy will not be entitled to any refund of fees paid.

COMPLAINTS

- If guests experience any problems or have any complaints during their stay, they should in the first instance, bring this to the attention of Reception, where it shall be investigated (note: dealing with complaints can be a timely process and may not be rectified immediately) these are dealt with as sympathetically as possible.
- If we are unaware of any issues a customer experiences, we are unable to rectify any concerns.
- Please note that in order for us to investigate and implement corrective action whenever necessary, Appuldurcombe Gardens Holiday Park Ltd. cannot deal with any complaints made verbally or in writing after a guest has left the park.

FORCE MAJEURE

- Appuldurcombe Gardens Holiday Park Ltd, shall not be liable for non-performance of any of its obligations under this agreement.
- If such non-performance shall occur as a result of circumstances beyond our control which shall include (but not be limited to) industrial disputes, failure of water, electricity, drainage. Fire, floods, adverse weather conditions, strikes, riots, repercussions of war, civil unrest, acts of terrorism, natural or nuclear disasters, government legalisation, embargoes, epidemics or pandemics or health risks, Appuldurcombe Gardens Holiday Park Ltd are not liable.
- Prices are subject to unforeseen changes being imposed (i.e. fuel supplements / increased rates of VAT), we reserve the right to apply charges to any of our tariffs and make adjustments to balances due.

COVID

- There are currently no government restrictions regarding COVID.