



## **BOOKING TERMS AND CONDITIONS**

### **1. Booking and paying for your break**

You can book online at [swallowtree.co.uk](http://swallowtree.co.uk) or by calling 01834 812398. Please note that you must be over 18 to make a booking.

If booking more than 6 weeks ahead, an immediate, non-refundable deposit payment of 25% of the total cost of your break is required to secure your booking.

The balance is due 6 weeks before the start of your holiday.

If booking is less than 6 weeks ahead, full payment is required at the time of making your reservation.

### **2. Payment**

We accept payment over the phone by credit/debit card and online payments through our online booking platform.

### **3. Confirmation**

The price of your holiday and any additional charges, along with details of payments made and due will be confirmed by email or post. Please ensure that your email address and postal address details are correct at the time of booking.

Failure to pay a balance 6 weeks prior to your holiday, without prior authorisation from Swallow Tree, will result in the cancellation of your reservation, and the loss of any deposit.

### **4. The contract**

When we receive your deposit and have issued a confirmation, a contract is formed. Please check your confirmation carefully to see that it reflects your wishes. Please inform us of any discrepancy within 24 hours.

The contract includes accepting our terms and conditions. All members of your party must accept this contract, which remains in effect until the last of your party has left Swallow Tree Gardens. This agreement extends to children and any day visitors.

### **5. Agreed price**

Swallow Tree prices are subject to change. The agreed price for your holiday will be on the booking confirmation. This would change only as a result of increases in VAT rates.

*This price includes:*

- The cost of your chosen accommodation.
- Complimentary use of the swimming pool between 9am and 7pm daily.
- Free use of gyms, conditions apply, and a disclaimer must be signed.



- Wi-Fi in all accommodation (suitable for general internet browsing, some services and sites may be restricted). See section 16.
- Smart TV.
- Bed linen (except cot linen) in all units.
- Towels in Oystercatcher, the lodges, and Executive Plus caravans only.

A travel cot (excludes bedding) and a highchair can be provided in all ranges, though restrictions may apply to individual units. We also have a limited numbers of bed guards, black out blinds, baby carriers and baby baths free of charge.

#### *Pet Friendly Accommodation Additional Charges*

- One small dog is allowed in the dog-friendly units. Additional charges will apply on booking as may a deep cleaning charge on departure. It is essential, in the interests of safety, that park guidelines are followed whilst on site. Details are available online or please contact reception for further information.

#### *The price does not include:*

The price does not include any services or products provided by third party vendors.

## **6. Before you book**

### **Your party**

We cater for families and couples and do not accept any large parties. Any group requests must receive prior consent from reception. The lead guest must be over 18 years of age. Details of your party must be provided to reception before the start of your holiday. We reserve the right to refuse any booking.

A three-bedroom lodge or caravan must not be occupied by more than six persons at any one time (plus a baby in a cot). In the case of two-bedroom lodges or caravans, maximum occupancy is four persons (plus a baby in a cot).

Oystercatcher must not be occupied by more than six persons (plus two babies in cots) at any one time.

## 7. Cancelling your booking

### If you cancel (accommodation)

It is strongly advised that you purchase travel insurance to cover you for the period of your holiday. If you wish to cancel, please inform us in writing (email is acceptable). However, an administrative fee of £20 will apply. In addition, a cancellation fee which will be charged as follows:

<u>Number of weeks before arrival date that notification is received.</u>	<u>Cancellation charge as % of total holiday cost</u>
<ul style="list-style-type: none"> <li>• More than 6 weeks</li> <li>• 6-4 weeks</li> <li>• 4-2 weeks</li> <li>• 14 days or less</li> </ul>	<ul style="list-style-type: none"> <li>• Full deposit (25%)</li> <li>• 50%</li> <li>• 75%</li> <li>• 100%</li> </ul>

More than 6 weeks before your holiday date: we are happy to carry forward your deposit/balance if it is used before the end of the current season. Any additional accommodation cost must be paid for. However, if we cannot provide a suitable date to move your holiday to, you can request a full refund of any balance monies. Your non-refundable deposit will be retained by us. There will be a £20 administrative fee. We aim to process refunds within 7 working days.

## 8. If we cancel (accommodation)

We reserve the right to cancel your booking at any time, should it become impossible for us to provide the holiday you have booked. Where we cancel your holiday before you arrive, we will refund any payment made to us, but we will not pay compensation.

Behaviour on the park and compliance with this agreement: We reserve the right to ask guests who contravene our terms and conditions or, who in any other way are judged by us to be behaving in a manner likely to cause distress or nuisance to other visitors, to leave the park immediately. In these circumstances the holiday ceases. We shall not be liable for any extra costs incurred by you and no monetary refunds will be made.

## 9. Before you arrive

Please contact reception and we are happy to discuss the accessibility of the park, accommodation and leisure facilities and any potential reasonable adjustments we can make to ensure the enjoyment of your holiday with us.

Our access statement can be found via this link on our website:  
<https://www.swallowtree.co.uk/stay/guest-information/access-statement/>

If any members of your party have or develops an infectious medical condition during your stay, or within two weeks of your due arrival date, you should inform us immediately. If any member of your party does develop such a condition, we have the right to:



- Refuse to accept your booking
- Cancel or reschedule your holiday.
- Ask your party to refrain from using the leisure facilities.
- In serious cases, ask your party to leave Swallow Tree Gardens.

## 10. Arrival

Your accommodation will be available from 4pm with check-in until 7pm unless organised and agreed in advance. We are operating an optional contactless check-in and you will receive further information a week before your holiday start date.

Please do not take your vehicle to your accommodation to unload it. Where there is a concrete road, you can pull up temporarily, but please be mindful that the road is only wide enough for one vehicle.

## 11. Departure

Your accommodation must be vacated by 10am on the day of departure. Please return keys to reception after departure. Please note that in Wales, recycling is compulsory on all holiday parks. Please help us meet this requirement by using the communal refuse and recycling bins, which are situated to the right of the laundrette. The bins are designated general waste, food waste, paper and cardboard containers, metal, plastic and cartons, containers and glass. Please remove all rubbish from your accommodation on departure and avoid leaving rubbish outside as this will quickly attract seagulls.

## 12. Your stay at Swallow Tree

Swallow Tree is a multi-generational, family run park set in a prime coastal location. We appreciate that your holiday is very special, a time to relax, enjoy quality time with family and friends and make the most of your break from everyday life. To ensure your enjoyment and that of all our guests, you must comply with all the requirements in this agreement and follow the guidance supplied by staff.

Our guest services team are available 9am-7pm daily to ensure that your stay is enjoyable. Please raise any concerns or requests for assistance whilst with us on the park. This allows us to resolve any issues in a timely manner. Please be aware that we are not responsible for any matter that you wish to raise that was not brought to our attention during your stay.

**Leisure facilities,** Swallow Tree guests benefit from complementary use of the swimming pool, between 9am and 7pm daily (last entry is 6.15pm). Please note that you need to bring your own towels; these cannot be hired from Swallow Tree. The pool does not have a lifeguard on duty; however, CCTV is in operation and an emergency call button is in place.

The supervision requirements are as follows:

### **Adult: Child Supervision Ratios**

Swallow Tree has a Health & Safety obligation to refuse entry to unsupervised children under 16 years of age. Children under 16 MUST be supervised at all times:

- ❖ **0-3 years - One responsible adult to 1 child in the water and facility at all times**
- ❖ **4-7 years – One responsible adult to 2 children in the water and facility at all times**
- ❖ **8-16 years – One responsible adult to 3 children in the water and facility at all times**
- ❖ **Young Adults 16-18 may use the facilities unsupervised, but under 18's may not supervise those children under the age of 16. Consideration for others will be insisted upon.**
- ❖ **Children under the age of 4, must wear a swim nappy;** these are available for purchase from reception if required. If there is an 'accident', please ensure you inform the reception staff immediately as the pool will need to be evacuated.
- ❖ **If any member of the party is a weak or non-swimmer, they must be supervised 1:1 by a competent adult**

**Parties not meeting the required supervision ratio or who are not supervising responsibly will be asked to put appropriate arrangements in place or will be required to leave the leisure facilities.**

A fitness suite is available for use by Swallow Tree guests. Conditions apply, please enquire with reception staff.

### **13. You and your belongings**

We are not responsible for any loss or damage to your property by theft or otherwise or for personal injury. This does not however affect your rights if loss or damage or personal injury occurred through fault on our part.

### **14. Accommodation**

It is essential that you leave your accommodation in a clean and tidy condition and rubbish taken to the central disposal area. Any damages or breakages must be reported and paid for before departure. Without your co-operation it is impossible to maintain standards throughout the season. We reserve the right to charge you for any extra cleaning, missing items, or unreported damage.

All our accommodation is **strictly non-smoking**, including e-cigarettes. Breach of this condition will result in a deep cleaning charge at a commercial rate.

We reserve the right to enter your accommodation at any time for a reasonable purpose.

You must not exceed the maximum number of guests in each unit.

The storage and charging of electric bikes and electric scooters in the accommodation is strictly prohibited.

### Hot tubs

For guests staying in accommodation that enjoys a private hot tub, please note the hot tub may be cool on your arrival. It will achieve operating temperature within 4 hours of check-in time. If after this period of time, the temperature remains well below 38°C, please advise a member of staff on reception. The water quality of hot tubs are checked daily by Swallow Tree staff who require access to the decking to chemically test and treat the hot tub. Visits to your hot tub will typically be in the morning and will be as unobtrusive as possible.

Use of the hot tub is entirely your responsibility, and children should be supervised at all times. We advise the following to ensure the safe and enjoyable use.

- ❖ Do not leave young children unsupervised in hot tub.
- ❖ Do not allow children under 4 years to use the hot tub.
- ❖ Do not use the hot tub if pregnant.
- ❖ Do not allow anyone who is unable to keep their head out of water to use the hot tub.
- ❖ Do not have any electrical items in or near the hot tub.
- ❖ Do not consume alcohol whilst using the hot tub.
- ❖ Do not use the hot tub after a heavy meal or whilst under the influence of drugs or alcohol.
- ❖ Do not swallow water from the hot tub.
- ❖ Do not use glassware of any description in the hot tub.
- ❖ Do not use the hot tub if you have an infectious illness or disease.
- ❖ Do not use the hot tub if you have experienced sickness and/or diarrhoea in the last 14 days.
- ❖ Do not change baby nappies beside the hot tub.
- ❖ Do not allow incontinent person/s to use the hot tub without waterproof nappy.
- ❖ No outdoor clothes to be worn in hot tub, only suitable swimming attire.
- ❖ Do not enter the hot tub with footwear on.
- ❖ No sharp objects to be worn or taken into the hot tub.
- ❖ No jewellery to be worn in the hot tub.
- ❖ Animals are not permitted in or near the hot tub.
- ❖ Do not sit on the sides of the hot tub.
- ❖ Do not sit, stand or lie on the hot tub cover.
- ❖ Do not use the hot tub after strenuous exercise.
- ❖ Do not turn the hot tub off overnight.
- ❖ Do not remove suction fitting cover – this is to prevent risk of injury to body and/or hair entrapment.
- ❖ Do not use the hot tub if suction fitting(s) are broken or missing.
- ❖ Do not use hot tub alone.
- ❖ Shower and use the toilet before entering the hot tub.
- ❖ Put something down to wash or wipe your feet before entering the hot tub.
- ❖ Do not bring mud, dirt, grit, sticks, stones etc into the hot tub.
- ❖ Do not jump into the water, use toys or play ball games in the hot tub.
- ❖ Replace the cover when hot tub is not in use (to retain the temperature).
- ❖ Do not allow pollutants such as lotions, oils, makeup, skin creams or detergent to enter the hot tub.
- ❖ Do not exceed the maximum number of persons permitted in the hot tub.
- ❖ Do not continuously press 'Lights' – on some hot tubs this can activate a 'Strobe' setting.

**Please note Swallow Tree will not be held responsible for the following:**

- ❖ We will not be held responsible for any accidents, injuries or death that occur in our hot tubs.
- ❖ It is the guest's responsibility to make sure that the hot tub is not damaged.
- ❖ You must exercise caution to prevent unauthorised access to the hot tub. Ensure that the cover is securely fastened when not in use. There is NO GUARANTEE that the cover, actual lock or clip will prevent access to your hot tub.
- ❖ Limit the time spent when using the hot tub since long exposure to warm temperatures can cause high body temperature. Symptoms may include dizziness, nausea, fainting, drowsiness and reduced awareness, resulting in possible drowning. Prolonged immersion in a hot tub may be hazardous to your health. We recommend spending no longer than 15 minutes at one time in the hot tub.
- ❖ Hot tub temperature should never exceed 104°F (40°C). Temperatures between 100°F (38°C) and 104°F (40°C) are considered safe for healthy adults for up to 15 minutes. For young children, lower water temperatures are recommended. Seek medical advice before use.
- ❖ Seek medical advice before using the hot tub, especially if you suffer from heart disease, diabetes, high or low blood pressure, are taking prescription medication, have epilepsy, are elderly or young.
- ❖ If you notice any discolouration of water, strange smells, electrical faults or water leaks, please inform a member of staff at reception.

**Hot tub agreement/disclaimer**

- As a guest at Swallow Tree Gardens, I will ensure that I adhere to all the hot tub rules and notes as stated above.
- I will ensure the hot tub and accessories are not misused and are maintained as stated.
- I agree to report any issues with the hot tub to a member of staff on reception.

**Barbecues** - Caravan visitors are welcome to bring your own barbecue for your stay. ONLY lump-wood charcoal barbecues are permitted, and these must be raised on legs. Barbecues must be placed a minimum distance of 2m from the unit. Disposable barbecues must be placed directly on hard ground and not on grass, decking or patio furniture. Only proprietary lighting products may be used. Barbecues are available in Oystercatcher, the Emperor and the Monarch Plus lodges.

**15. Photography**

Photography, still, digital or video, is not permitted in any of the changing areas in Swallow Tree. During your stay at Swallow Tree, photography for commercial purposes or publication is not permitted. Only non-intrusive photography of your own party is permitted.

Drones may not be used unless authorised in advance by Swallow Tree and then used only in line with any specified written conditions and limitations including, but not limited to, the same restrictions as outlined above.



## **16.WI-FI**

Wi-Fi access is subject to third party providers and cannot be guaranteed. The network has limited filtering measures and children require constant supervision when using devices connected to the Wi-Fi facilities. We reserve the right to disclose your name and address to our internet provider should you, or anyone in your party, illegally download content from the internet or engage in unlawful activity whilst using the Wi-Fi facilities.

## **17.Promotional Offers**

We may from time to time wish to send you news of special offers on the park. If you wish to receive any communications from us relating to offers, please register your preference to opt in with reception.

Swallow Tree promotional offers are for the sole purpose of the lead booking guest and are booked in line with the offer's terms and conditions and, therefore, not for profit or resale or for other purposes such as competitions or charitable gifts without advanced written permission.

## **18.Additional information**

We accept your preference request for a particular unit, however, whilst we will make every effort to meet your requirement, your preference cannot be guaranteed.

CCTV cameras operate in some locations on the park for health and safety compliance. Signs indicate their presence. CCTV cameras also operate for security on the park as we endeavour to maintain Swallow Tree as a safe and secure environment for all visitors. If you have any questions or would like to know the location of the cameras, please feel free to call into reception.

We strive to provide an enjoyable and excellent service and would very much appreciate your feedback on how we are doing and how we can continue to improve. If you feel you have cause for complaint whilst on site, please contact Reception to enable us to resolve any problems as soon as possible. If you fail to follow this procedure, we cannot accept liability as we have been deprived of the opportunity to investigate and rectify the situation.

Any lost property left behind (excluding food stuffs and certain other items) and not claimed within 14 days will be donated to charity, recycled, or destroyed. A charge depending on postage and packing cost will be made to return lost property.

The information you supply on your booking form will be stored on our computer system for administrative purposes. Under no circumstances will this information be provided to a third party. Information will be stored in line with the requirements of the General Data Protection Act 2018.



## **19.Safety on the Park**

### **For your Safety and Security please:**

Use the park safely without causing danger to others.

Observe and adhere to all health and safety notices displayed on the park and act on the reasonable instructions of park staff in matters of health and safety.

Do not introduce any foreign items into the drainage or sewerage systems including wipes (even 'flushable' and 'biodegradable' are prohibited), cleaning cloths, babies' nappies, sanitary towels, condoms, cooking fat, engine oil, grease or paint - the park sewerage system is a pumped system with machinator.

Securing the Holiday Home is the sole responsibility of the guest.

Please ensure that all occupants of your lodge are familiar with the location of the Fire Points and the contents of the Fire Notices displayed at each point.

Do not store fuels or combustible materials on the park.

If you experience any problems with the park's electrical, gas or water system, please contact reception. Do not attempt to work on any part of the park's electrical, gas or water system yourself; this includes any installations on the pitch.

The perimeter of Swallow Tree is not enclosed and access to the coast path, cliffs, beach and roads is possible. Children remain the responsibility of their parents or guardians at all times. Swallow Tree cannot be held responsible or liable for any incidents.

### **Motor Vehicles and Boats**

All motor vehicles must not exceed the site wide 10mph speed limit.

All vehicles and their contents are parked at their own risk.

No motorcycles are allowed on the Park without the express written permission of one of the partners.

No boats may be parked without the express written permission of one of the partners. Parking boats etc between lodges constitutes a fire hazard and is forbidden by the Local Authority.

Repairs and maintenance of cars, boats or any other vehicle are not permitted on the Park, except in an emergency by a recognised recovery company.

No disused or un-roadworthy vehicles anywhere on the park. We reserve the right to move any vehicle which is apparently abandoned.

### **Driving**

We permit cars onto the park for the purposes of access to the lodge/holiday home only.

Access by emergency services, Swallow Tree and other authorised suppliers or contractors is required at all times. If your vehicle is essential to mobility, an access permit may be provided to



you upon production of a valid Blue Badge or at the discretion of one of the partners. Please display the special access parking permit at all times and park within the designated parking bay.

Driving on the park is restricted to the park roads. The only exception to this is for the loading and unloading of your vehicle at the beginning and end of your holiday. This activity must not damage the ground or create a risk to other park users; therefore, during periods of inclement weather access to certain areas may be restricted.

A current full driving licence must be held in order to drive any vehicle on the park.

Please do not give driving lessons at the park, and we do not permit learner drivers to drive on the park.

Please do not park anywhere except in the permitted parking spaces. Parking next to your unit is not permitted.

Other than for delivering goods and services, we do not allow parking of commercial vehicles of any sort on the park, including light commercial or light goods vehicles, or vehicles intended for domestic use but derived from or adapted from a commercial vehicle.

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These bookings terms and conditions may be superseded by subsequent versions. Please contact reception in the first instance for clarification of the current booking terms and conditions.