

# **BOOKING TERMS & CONDITIONS**

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

- **1.1.** You can book online at swallowtree.co.uk, or by calling 01834 812398. Please note that you must be over 18 to make a booking.
- **1.2.** 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.
- **1.3.** The balance is due 6 weeks before the start of your holiday.
- **1.4.** If booking less than 6 weeks ahead, full payment is required at the time of making your reservation.

# 2. Payment

**2.1.** We accept payment by credit/debit card or cheque.

#### 3. Confirmation

- **3.1.** The price for your holiday and any additional charges, along with details of payments made and due will be confirmed to you by e-mail or post. Please make sure your email address and postal address details are correct at the time of booking.
- **3.2.** Failure to pay a balance by the due date will result in the cancellation of your reservation, and the loss of your deposit.

#### 4. The Contract

- **4.1.** When we receive your booking form and 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.
- **4.2.** The contract includes accepting our terms and conditions which are available to read online.
- **4.3.** All members of your party must accept this contract, which remains in effect until the last of your party has left Swallow Tree Gardens.

#### 5. How much you pay and what you're paying for.

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

# 5.2. This price includes:

- The cost of your chosen accommodation
- Complimentary use of the swimming pool, between 9am and 6pm daily. Restrictions could apply in line with Coronavirus regulations.
- Bed Linen (except cot linen) in all units.
- Towels in Swallow Tree House, Oystercatcher and lodges, not provided in caravans.
- Multi-Channel Digital TV.
- Wi-Fi in all accommodations (suitable for general Internet browsing, some services and sites may be restricted).
- A travel cot (excludes bedding) and a high chair can be provided in all units. We also have a limited number of bed guards, black-out blinds, baby carriers, and baby baths free of charge.
- Free gym use included in Swallow Tree House and Oystercatcher bookings only. Gym use is available for a small extra charge with all other bookings. Restrictions could apply in line with Coronavirus regulations.

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

• Spa treatments. Michelle's Beauty Room, available to book separately.



# 6. Before You Book

# 6.1. 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 make -up must be provided to reception before the start of your holiday. Details will be collated for Coronavirus Track and Trace purposes and held for 21 days and inline with Data Protection regulations. We also reserve the right to refuse any booking.

- **6.2.** A three bedroom lodge or caravan must not be occupied by more than six persons (including babies in cots) at any one time. (In the case of two bedroom lodges/caravans, maximum occupancy is four persons).
- **6.3.** Oystercatcher must not be occupied by more than six persons (plus two babies in cots) at any one time.
- **6.4.** Swallow Tree House must not be occupied by more than ten persons (plus two babies in cots) at any one time. Restrictions could apply in line with Coronavirus regulations.

# 7. Cancelling your booking

# 7.1. 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 administration fee of £20 will apply. In addition, a cancellation fee which will be charged as follows:

# Number of weeks before arrival date that notification is received

- More than 6 weeks
- 6 − 4 weeks
- 4 − 2 weeks
- 14 days or less

# Cancellation charge as % of total holiday cost

- Full deposit (25%)
- 50%
- 75%
- 100%

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 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 any compensation. We reserve the right to ask guests who contravene our terms and conditions or, who in any other way are 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

- **9.1.** Wherever possible, we recommend that you pre-book spa treatments to avoid disappointment.
- **9.2.** If any member of your party has 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:



- 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 and departure

#### 10.1. Arrival

- **10.1.1.** Your accommodation will be available from 4pm with check-in until 7pm. We are operating an optional **o**ntactless check-in and you will receive further information a week before your holiday start date.
- **10.1.2.** 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. any supplementary requirements before you leave.
- 10.2.2. Please do not take your vehicle to your accommodation to load it. Where there is a concrete road,

# 10.2. Departure

10.2.1. Your accommodation must be vacated by 10am on the day of your departure. We will advise you of you can pull up temporarily, but please be mindful that the road is only wide enough for one vehicle.

#### 11. During your stay

**11.1.** To help ensure your party and all our other guests get the most from their stay at Swallow Tree, you are required to comply with all guidance supplied to you by our staff.

### 11.2. Leisure Facilities

- **11.2.1.** Swallow Tree guests benefit from complimentary use of the swimming pool, between 9am and 6pm daily. The pool does not have a lifeguard on duty, however, CCTV is in operation and an emergency call button is in place. Restrictions could apply in line with Coronavirus regulations. The supervision requirements are as follows:
  - Under 5 Years we require 1 adult (aged 18 years +) to 2 children in the water & facility at all times.
  - 5 16 Years we require 1 adult (aged 18 years +) to 3 children in the facility at all times
  - Please note that you need to bring your own towels; these cannot be hired from Swallow Tree.
    Children aged 4 and under must wear a swim nappy; these are available from reception if required.
  - A fitness suite is available for use by Swallow Tree guests. Conditions apply; please enquire with Reception staff. Restrictions could apply in line with Coronavirus regulations.

# 12. You and your belongings

**12.1.** 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.

# 12.2. Accommodation

**12.2.1.** It is essential that you leave your accommodation in a clean and tidy condition and rubbish taken to the central disposal area. During your stay you will be advised more specifically of the requirements of departure. 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.



- **12.2.2.** All our accommodation is STRICTLY NON-SMOKING including e-cigarettes. Breach of this condition will result in an additional £50 deep cleaning charge.
- **12.2.3.** We reserve the right to enter your accommodation at any time for any reasonable purpose.
- **12.2.4.** You must not exceed the maximum number of guests in each accommodation unit. **Dogs**

#### 12.3.

One small dog is allowed in a number of dog-friendly units. Restrictions will apply. Please contact us for further details.

#### 12.4. Drones

Drones may not be used at Swallow Tree.

#### 12.5. Barbecues

Caravan visitors — you 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 Swallow Tree House, Oystercatcher, and Emperor Lodges.

# 13. Additional information

- **13.1.** We accept your preference request for a particular unit, however, whilst we will make every effort to meet your requirements, your preference cannot be guaranteed.
- **13.2.** 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.
- 13.3. The information you supply on your booking form will be stored on our computer system for administration purposes. Under no circumstances will this information be provided to a third party. We may from time to time wish to send you news of special offers on our park. If you do wish to receive any communications from us please tick the appropriate box on the booking form for the purposes of the GENERAL DATA PROTECTION ACT 2018.