

BOOKING TERMS & CONDITIONS

COVID-19 – Book with confidence at Swallow Tree

We guarantee that if your holiday arrangements are disrupted by coronavirus you will not miss out on your holiday with us. We will move your holiday to a future date up until the end of 2021, with all monies carried forward and without associated administration charges. This guarantee applies to all new and existing bookings for 2020 and 2021.

Your holiday will be carried forward if any of the following should happen as a result of coronavirus:

1. The park is to be closed
2. UK government restrictions on travel (local or national)
3. Local lockdown
4. You are unable to travel due to isolation from sickness or shielding
5. You consider it to be unsafe to come on holiday

If you choose to move your holiday forward to a cheaper date, then you can use the difference as part payment for a future holiday or receive a refund for it.

If you choose to move your holiday forward to a more expensive date, then you will need to pay the difference but only when your balance is due.

If we cannot provide a suitable date to move your holiday to, you can request a refund. We aim to process refunds within 30 days of your original arrival date.

We will continue to closely follow Government announcements and perform a cursory check of guest postcodes. However, it is your responsibility to comply with Government Regulations (UK, Welsh, Scottish or Irish). If a Swallow Tree guest is known not to comply, they will be required to leave the Park. Therefore if you are impacted by any lockdown or Government restrictions, including the requirement to self-isolate, then please email us on info@swallowtree.co.uk.

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, steam room and sauna between 9am and 7pm 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
- Cot linen
- Full-size cots

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	Cancellation charge as % of total holiday cost
12 – 6 weeks	Full deposit (25%)
6 – 4 weeks	50%
4 – 2 weeks	75%
14 days or less	100%

More than 12 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. There will be a £20 administrative fee and there will be no monetary refunds. Any additional accommodation cost must be paid for.

In instances where the balance has been paid, we will (but without any obligation to you) use our best efforts to obtain a replacement booking. If a replacement booking is obtained, we will refund to you any monies paid above the deposit less a £20 handling charge. If the replacement booking is obtained by offering a discounted price – you will be refunded accordingly.

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, especially Coronavirus, 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 a contactless check-in and you will receive further information a week before your holiday start date.

10.1.2. Where weather conditions allow, you may take your vehicle to your accommodation to unload it, but it must be returned to the car park allocated to you immediately afterwards. Please drive with care.

10.2. Departure

10.2.1. Your accommodation must be vacated by 9am on the day of your departure. We will advise you of any supplementary requirements before you leave.

10.2.2. Weather permitting; you may drive your car to your accommodation for loading only. It must be returned to the car park immediately afterwards.

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, steam room and sauna between 9am and 7pm 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.

12.3. Dogs

One 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 for a refundable deposit of £25 if the barbecue is returned in a clean condition. Please ensure that the barbecue is attended at all times.

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.