

# Sherwood Pines Camping Terms and Conditions

## How these terms and conditions apply to our contract.

We consider these terms and conditions (the “Terms”) and our prices to set out the entire agreement between you and us for the supply of our services to you. Only these terms shall apply to our contract with you.

Please check that the details in these terms and conditions and your Booking Request are complete and accurate before you commit yourself to the contract.

If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we can only accept responsibility for statements and representations made in writing by our authorised employees and agents.

Please ensure that you read and understand these Terms before you submit your Booking Request. You may only request a booking if you agree to these Terms. By submitting a Booking Request, you are deemed to have accepted these terms. This does not affect your statutory rights as a consumer.

Sherwood Pines Camping Ltd (referred to as “Sherwood Pines Camping in the /we/our/us”) sells camping and caravanning holidays via [www.sherwoodpinescamping.co.uk](http://www.sherwoodpinescamping.co.uk) (the “Website”), via phone, via email requests, via postal requests and takes bookings direct at the Sherwood Pines Camping (the “Site(s)"). Any person wishing to make a booking via any of these methods (referred to as “you/your”) acknowledges that such booking is made subject to these Terms.

We reserve the right to change these Terms at any time. Any such changes will take effect immediately when posted on the Website, in the brochure, at the Site, or otherwise brought to your attention. It is your responsibility to read the Terms each time you submit a Booking Request, and any such request shall signify that you have accepted to be bound by the latest set of Terms. A copy of the latest set of Terms is available on the Website and upon request.

# Making a Booking

You can either book online, or direct with the site. Please have details of all party members when making a booking. Please check your confirmation as Sherwood Pines Camping cannot be held responsible for errors in information provided at the time of booking.

## Bookings are not transferable to another party.

When making a booking you agree that you or at least one member of your party is eighteen years or over, you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions, and you agree to be responsible for any loss or damage caused by any member of your party or animal accompanying you.

Advance bookings are subject to minimum stays. These vary by site and by season, please refer to our website for further details.

Subject to availability, one-night bookings maybe taken during any season when made directly on arrival on-site and not booked in advance.

Stag, hen or similar parties are welcome only at the sole discretion of the Site Manager, this also applies to any groups of five or more camping units. Please advise at time of booking as you may be required to book directly with the site.

A security bond of £20 per pitch for groups of five units or more may be requested upon arrival at the Site Manager's discretion. Refusal to pay the bond may mean the booking is cancelled and money refunded.

For groups, the names of all the adults in the party need to be provided at the time of booking. Failure to provide all the names may lead to the booking being cancelled or the Site Manager refusing entry to the site.

On our site, the maximum stay allowed is 28 days, after which time your pitch must be vacated for 24 hours before you can return to the same site. This limit may be less at certain times at our discretion.

The site is to be used for recreational camping only.

## Prices

Age Concession Rates – Campers aged 60+ can benefit from 15% discount off the full pitch price. No discounts are available for alternative camping accommodation types.

Family deal – 2 adults up to 4 children (Under 18 years old) Discounts apply

Child – Anyone under 18 years of age

Backpacker – No vehicle, must arrive on site without a vehicle i.e., on foot or bicycle. Discounts apply.

Solo Camper – single occupancy, one person per pitch. Discounts apply.

Mid-week stays are also discounted.

Only one discount will be applied per booking, the biggest discount is the one which will be applied.

The prices advertised are accurate at the time of booking. Prices can move up or down and Sherwood Pines Camping reserve the right to do so. Customers are advised to check the website for the most up to date information including our latest promotions, deals and discounts. Although prices may vary from time-to-time, the price payable is the price confirmed at the time of booking.

The prices are based on a daily rate unless otherwise stated. Prices include VAT at the current prevailing rate.

Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time prior to payment of the final balance.

Prices do not include any additional services, features and facilities unless expressly stated.

Pitch prices are for two people. Extra adults and children (aged under 18 years old) can be added to your booking up to a maximum of six people on one pitch. For parties larger than six people, multiple pitches must be booked. To accommodate more than six people on a pitch prior permission of the site-manger or the organisation is required.

Group bookings of over five units may be accepted at the discretion of Sherwood Pines Camping

Promotions, deals or discounted offers are provided at the discretion of Sherwood Pines Camping. All offers are subject to availability, cannot be used in conjunction with any other offer or discount and may be withdrawn at any time. Retrospective refunds are not permitted against any offer or promotion advertised after such time a booking is made.

Pitch Extras – These include pup tents, gazebos (of no larger than 3m x 3m), double awnings (of no larger than the width or length of your caravan), large trailers (over 1.20m) and an additional car. We allow you to book one extra per pitch, subject to conditions. The unit and all pitch extras must fit within the boundary of the pitch booked either 8m x 5m. If the unit and all extras exceed the pitch boundary an additional pitch must be paid for. Prices for pitch extras are set out in our web site. Pitch extras must be paid for at the time of booking as we cannot guarantee that there will be space. Site managers reserve the right to ask you to remove any windbreaks or gazebos. Individual site rules may apply.

Pup Tents – Pup tents are free of charge and must be no larger than 2m x 1.5m. Pup tents may only be used by up to two children from 9 years to 15 years and the tent must be erected in the boundary of the pitch of the accompanying unit. A pup tent can be in addition to a payable extra as long as all ancillary units fit within the pitch boundary.

Gazebos – Gazebos up to 3m x 3m are classed as a pitch extra and are charged at a rate of £20 per night. Gazebos must be pre-booked on all occasions. Bookings of two Gazebos or Event Tents (a Gazebo over 3m x 3m) will incur a full pitch price charge. All Event Tents are subject to site manager approval regardless of whether or not they are pre booked.

Visitors – Visitors are welcome on site, but we ask that there are no more than 2 adult visitors (and any associated children) per pitch. Any visitors will need to depart by 9.30pm. We ask that visitors remain respectful of other campers whilst on site and that large groups don't gather. Glamping and Alternative Camping Accommodation customers will be asked to pay a £100 cleaning deposit on arrival. This will be refunded on departure once the accommodation has been inspected. The cleaning deposit will be refunded at the sole discretion of the site.

# Payment

Payment for bookings can be made by Credit or Debit Card. Unfortunately, we cannot accept payment by cheque in advance or on-site.

For bookings of two nights or less, the full cost of the holiday is payable at the time of booking.

For holidays of three nights or more, a non-refundable deposit of 25% of the total cost of the booking is payable at the time of booking, with a minimum payment of £25 due. If the booking is worth less than £25, full payment is due at time of booking. The balance of the price is payable two days before arrival.

The site accepts cash, Credit and Debit Cards (with the exception of American Express Cards).

Full payment will be required at the time of booking if the period of your stay encompasses a UK Bank Holiday Weekend.

## Services, Features and Facilities

Details of Site services, features and facilities will be prominently displayed in the reception area of site. Features, facilities or services referred to in the Brochure, Site Leaflet or on the Website (e.g., bike hire, pony trekking and boat hire) are subject to availability and may be supplied by third parties. You use these services, features and facilities at your own risk and Sherwood Pines Camping shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by third parties.

Information about features, facilities and services at your holiday site, is, to the best of our knowledge and belief, accurate at the time of publication of the brochure and Website, however Sherwood Pines Camping cannot guarantee that these services, features and facilities will be available during your holiday.

Please note no form of electrical splitter or electrical splitting device is permitted on site and will be removed by our site team.

All information on the website regarding prices is accurate as at the time of publication but may be subject to change.

## Pitches and Units

The price of your unit is as detailed at time of booking on our web site. The prices for additional extras and services are also contained in our web site.

Unit – A standard unit is a tent, trailer tent, caravan, campervan or motorhome and one car up to a maximum of 8m x 5m, inclusive of guy ropes. (A motorhome may tow a car with an A –Frame; however, transporting the car on a trailer will deem the trailer to be a pitch extra). A trailer as a pitch extra is charged at £5 per day.

Any unit which exceeds 8m x 5m must be booked directly with the site to be certain that the unit can be accommodated.

Standard Pitch – An undefined pitch to station your Unit on. The cost of the pitch includes the first two people in the party. This does not include electric hook-up. Space for one single attached awning or one toilet tent or a small trailer is also included in the two-person pitch price. One car (or motorbike) may accompany all units on the pitch. Additional cars (or motorbikes) will be charged for at £5 per day but may not be situated directly on the pitch.

Electric Pitch – A Grass or Hardstanding pitch and includes electric hook-up. An electric pitch may be on grass or hard standing.

Select Pitch – Service pitch, specially selected position on the campsite.

## Vehicle Conversions

Sleeping in cars or vans is not permitted unless the vehicle has side windows and a specially designed internal sleeping accommodation, such as fully reclining seats. A tent attachment for clothes changing purposes must be erected whenever a car/van is being used for sleeping purposes. Any windows in such units should have adequate curtains or blinds to ensure privacy.

Sign written towing vehicles are permitted on site provided campers are not trading or working from site, however you may be asked to park your vehicle away from the pitch.

We do not allow horse boxes or ladders to be present on your pitch.

## Cancellation and changes to your booking

### *Our Rights to Cancel*

We may exercise Our discretion and cancel the contract for any Services and products at any time with immediate effect, including if you are in breach of the Site Policy.

#### Loss of Deposit – Cancellation prior to 7 days before arrival

If you cancel your holiday at any point after booking you will lose your deposit already paid. This will be either:

25% of the total cost of each stay within the booking with a minimum payment of £25 being due, whichever is the greater amount OR if less than £25 was paid at the time of the booking, you will not be entitled to receive a refund of the money already paid.

### *Cancellation within 7 days of arrival*

For a booking of 3 nights or less you will forfeit all money paid.

For a booking which includes a Bank Holiday season date you will forfeit all money paid.

For a booking of 4 nights or more which does not include a Bank Holiday you will forfeit 25% of the total cost of each stay within the booking with a minimum payment of £25 being due, whichever is the greater amount. If less than £25 was paid at the time of booking, you will not be entitled to receive a refund of the money paid.

If you leave site early for any reason Sherwood Pines Camping will not issue any refund for unused camping nights.

Unfortunately, in some circumstances Sherwood Pines Camping may have to cancel your booking. In these circumstances we will offer you a full refund of any fees paid or the option of an

alternative pitch/site of a comparable standard (with you paying any additional cost or receiving a refund in respect of a price difference). No other compensation is available.

If you want to amend your booking, you must notify us as soon as possible. Subject to availability, amendments to your booking can be made up to two days before your arrival at the Site.

Amendments to bookings are subject to availability and a £12 per booking administration fee.

Your admin fee will also be waived if the overall cost of your booking increases due to the amendment made. If you wish to transfer your booking to another location and/or date, we will use our reasonable endeavours to satisfy your request wherever possible subject to availability and payment of the correct fees. Transferred dates must be within the same booking season.

## Arrival and Departure

It is important that you report to the Site Reception on arrival, before pitching and pay any outstanding balance on your booking and any additional fees.

Arrival times on-site are between midday and dusk, as a guide this is no later than 9.00pm in the Summer and 7pm in the Winter. If you wish to arrive earlier, please ring the Site Team on the morning of your arrival and they will do their best to accommodate your request, but this cannot be guaranteed. There is a charge of £3 for arrivals before 12:00pm. Please inform the Site Team if you are likely to arrive late.

For advance bookings, if not notified otherwise, your pitch will be held until dusk on the day of your arrival, after which it will be put up for re-sale and your booking treated as a cancellation with your monies retained.

Pitches must be vacated by 11am on the day of departure unless otherwise agreed with the Site Team. Departures after 11am are subject to availability and a charge of £5 per pitch. Pitches can only be extended until 4pm.

Subject to availability, we accept bookings on our site up to dusk on the day of your arrival.



# Management and Behaviour on-site

Our Site Managers and their teams are fully empowered in all aspects of Site operation and management. Sherwood Pines Camping fully supports its site team in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request you agree that you and your party will at all times comply with the requests of the Site Managers and their teams.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Site.

Any wilful damage to the Site or any other Sherwood Pines Camping property will result in you being asked to immediately leave the Site. If you are asked to leave under these circumstances, no monies will be refunded.

Our customers visit our Site to enjoy the peace and tranquillity of the Forest. If anyone does not respect this, the Site Manager and their team reserve the right to refuse them admission or ask them to leave the site at any time. If you are asked to leave under these circumstances, no monies will be refunded.

On groups of 5 units or more, a security bond of £20 per pitch will be requested upon arrival at the Site at the discretion of the Site Manager. The Site Manager reserves the discretion to ask any customer for a security bond regardless of party size. This will be refunded in full at the end of your stay unless, in the opinion of the Site Manager, you have displayed unreasonable behaviour (this includes but is not limited to, excessive noise, wilful damage to the Site or other people's property and abuse of our staff).

To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:30pm. No music is allowed on site after 10.00pm. No driving allowed on site after 10:00pm.

To protect our forests, the burning of wood is strictly prohibited. Charcoal only BBQs are allowed, providing they are raised off the ground. BBQs must be extinguished by 10.00pm. Open fires, fire pits and rope swings are also prohibited. No structures can be tied or secured to trees or

vegetation. Any structures that are or are judged to be causing damage to the site will be taken down or removed. The site team reserve the right to do so without prior consent and at the site teams' discretion.

Dogs must be kept on leads at all times and any fouling must be collected and disposed of. A maximum of three dogs per pitch are permitted on-site. If there is an incident on-site involving your dog, please note that you may be asked to leave the site immediately.

## Complaints

We want you to have an enjoyable holiday. Should you have cause for complaint, please contact our Site Manager immediately who will try to resolve your complaint and advise you of our complaints procedure.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it on-site, we may not be able to deal with any complaint on your return and your rights to claim may have been reduced or forfeited.

If, at the end of your stay with us, you feel we have not dealt with your complaint satisfactorily, we ask that the main booker submits a written complaint within 28 days of your return home.

## Data protection

Sherwood Pines Camping Ltd protect your personal data in line with all current regulations. All the information taken at the time of booking is collected for the purpose of processing your booking. As part of our ongoing monitoring and to help us improve the services we provide, we may disclose your data to CampStead Ltd who may contact you inviting you to complete a questionnaire regarding your stay at our park.

# Liability

Please read this section as it is important that you understand what you are agreeing to

Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to the above, we shall not be responsible for any:

- Loss of income or revenue.
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than to refund the amount paid by you for the holiday.

As our Site is located in the forest environment, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

Sherwood Pines Camping do not accept responsibility for anything that adversely affects your holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that we could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. Sherwood Pines Camping will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall

not be liable to you for any losses caused by a Force Majeure event.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation.

## Other Important Information

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogue, or brochures or on our website, are issued or published solely to provide you with an approximate idea of our site and services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any waiver of a default by us does not mean that we will automatically waive any subsequent waive by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.