Fishguard Bay Resort

Terms & Conditions

Part 1

Your Booking

Access Statement

1. We aim to provide the very best service to all our guests. Please discuss your requirements with us. We will do our very best to help. Our full Access statement is available on our website www.fishguardbay.com If you need these Terms & Conditions and our Booking Form in a different format, please ask us.

Park Details:

Business name: Fishguard Bay Resort Ltd

Address: Fishguard Bay Resort, Garn Gelli, Dinas Cross, Newport, SA65 9ET

Telephone: 01348 811 415

Email: enquiries@fishguardbay.com

Who may stay with us:

2. The person who completes the Booking Form, or who makes the booking with us by other means, is responsible for the booking and must be 18 years of age or older.
3. Only the people names on the Booking Form, or when the booking is made by another means, may stay with us.
4. Your booking is personal to you, and you cannot assign or transfer it to another person.
5. If you request a booking for more than two people, we may ask you to provide evidence to our reasonable satisfaction that you are all couples or all members of the same family.
6. If you request a booking for more than one pitch, then we may contact you before deciding whether to accept the booking to help us decide whether we are able to provide the holiday experience you are looking for.
7. You must tell us if your booking request is connected to any other booking, for example because you know the other party or you share a common purpose in visiting the park. If you do not tell us about the connection, we may cancel your booking immediately and (if your stay with us has started) require you to leave the park. You will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

How to book:

8. Bookings can be made in the following ways:
    8.1. By telephone on 01348 811 415
    8.2. Online at www.fishguardbay.com
9. You must tell us your full requirements, for example if you are bringing any vehicles, tents or other structures. We need this information when deciding whether we can accept your booking and we

may not be able to accommodate changes. When we are able to do so, there may be an additional charge.

10. A contract exists when we have issued our conformation to you.
11. Please check our conformation carefully to see that it reflects your wishes. Please let us know of any difference within seven days, unless your holiday is to start within 14 days in which case you should inform us within 24 hours.
12. We reserve the right to refuse any booking.

The price you pay:

13. Our prices include VAT
14. The price will not be subject to change unless the rate of VAT changes.
15. When you request your booking, you must pay a deposit of £50.00 of the price of your holiday or (if you are requesting to book 56 days or less before the start date) the full price. The deposit is NON-REFUNDABLE and will not be included in any approved refunds.
16. Unless you paid in full when requesting your booking, the balance of the price of your holiday must be paid at least 56 days before the start date. We are not required to send you a reminder. If the balance is not paid in time, then we may cancel the holiday and retain your deposit as our cancellation charge. We will confirm the cancellation to you in writing by email or letter.
17. Please make sure that you book all the dates you need. We are not able to guarantee that we will be able to extend your booking.

Arrivals & Departures:

18. You are requested to notify us by 5:00 p.m. if you expect to arrive after 6:00 p.m. Late arrivals are permitted; however, prior notice is required to enable us to make appropriate alternative check-in arrangements.
19. If we have not heard from you within 24 hours of your expected arrival, we will cancel your booking without a refund and reserve the right to re-let the accommodation.
20. You must vacate accommodation or pitch by the applicable departure time shown below:

Luxury Lodges and Cottages: 10:00 a.m.

Glamping Pods: 12:00 noon

Camping and Touring Pitches: 12:00 noon

21. Failure to vacate by the specified departure time may result in additional charges being incurred.
22. While we will make every reasonable effort to accommodate requests for a preferred accommodation or location on the resort, all bookings are subject to availability and no specific location can be guaranteed. Where bookings are made online, accommodation may be allocated automatically. Guests with particular preferences are encouraged to contact us directly prior to arrival, and whilst every effort will be made to accommodate such requests, they shall not form part of the booking contract and cannot be guaranteed.
23. Your location on the park and directions can be requested at any time from reception. You will however, get an automatic email the day before you are due with us, stating all the information you need regarding arriving with us. You are also asked here to read and accept the hot tub disclaimer if applicable and the option for a contactless check in or check in at the reception desk. If you are in any doubt, please check with us. Any guests staying in the wrong location may be required to move.

Changes caused by exceptional circumstances:

24. We may make reasonable changes to our service; our changes may reflect changes in relevant laws, guidance and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.

25. If we make changes which mean we can only provide your holiday in a radically different way, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. We prefer that you postpone rather than cancel but will always allow you to cancel where the law gives you the right to do so.

26. If the law prevents us from performing our obligations under these Terms & Conditions at all, do any reason which is not the responsibility of either party, we may ask you to postpone but will allow you to cancel if you prefer to do so, for these purposes, reasons which are your responsibility include any arising from your personal circumstances. Examples are ill health (Except if the law prevents you from visiting or staying with us in consequence, for example because you are legally required to self-isolate) and any restrictions arising from your chosen career.

27. If you decide to cancel where clause 24 or 25 applies and your holiday has not started, then we will refund your booking. If your holiday has started, then we will refund any days unused. We will not charge an administration fee, and we will only deduct any costs we have already incurred which we cannot recover elsewhere (‘Direct costs’). We will not be liable to make any other payment to you.

28. We may also cancel your holiday, or any unused days if government guidance means that you should not visit or stay with us, even if the law still allows you to do so. If we cancel and your holiday has not started, then we will refund your booking in full including any deposit. If your holiday has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee, and we will not deduct any Direct Costs.

Other Cancellations:

29. You may cancel your holiday at any time. Cancellation will be effective on the date it is received by us in writing or email.

30. If you cancel under clause 28, cancellation charges are payable as follows unless you are doing so because we are in serious breach of our obligations in these Terms & Conditions.

Number of days before the start date of your trip that we receive your notice to cancel (or on which

you are deemed to have cancelled)

More than 70 days Full standard deposit

57 to 70 days 50% of total accommodation cost

43 to 56 days 60% of total accommodation cost

29 to 42 days 75% of total accommodation cost

8 to 28 days 90% of total accommodation cost

7 days or less 95% of total accommodation cost

31. You are not entitled to any refund if you or any of your guests leave before the end of your holiday, unless clause 24 or clause 25 applies.

32. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 51-53 give further details.

33. We recommend that you consider appropriate holiday insurance which covers any cancellation charges and any additional losses which you may incur through cancellation of your holiday, whether by you or by us.

Authorised means of payment:

34. You may pay us in any of the following ways:

- By cheque at the post office
- By bank transfer using the following details:

Sort code: 40-08-05

Account number: 31464299

Account name: Fishguard Bay Resort Ltd

Reference: (Please use your booking reference number)

- By credit card payment in person at the park or by phone. We accept the following

Mastercard

Visa Debit/Credit

Maestro

Delta

• We do not accept American Express

Complaints:

35. We are confident that you will be satisfied with our service. However, if you have any concerns or complaints, we encourage you to raise them with us as soon as possible, as this provides the best opportunity for us to investigate and resolve the matter promptly.

If you remain dissatisfied, please contact us in writing within 28 days of your departure, providing full details of your complaint. We will review the matter and make every reasonable effort to reach a satisfactory resolution. Please note that a formal response to your complaint may take up to 28 days from the date of receipt.

Please refer to:

Name/Job title: Fishguard Bay Resort reception

Telephone: 01348 811 415

Email: enquiries@fishguardbay.com

Personal Data:

36. Any personal data you give us will be processed in accordance with the law and our privacy policy.

Location of privacy policy: Fishguard Bay Resort

Our Promises to You

37. We will allow you to stay with us for the duration of your booking for holiday and recreational purposes, provided you comply with your obligations in these Terms and Conditions and except where exceptional circumstances prevent us from doing so.

38. We will provide, maintain, and keep in good state of repair the Services, except where these have to be interrupted temporarily for the purposes of repair or development or for other reasons caused by exceptional circumstances outside our control.
39. We will insure the Park against usual third-party risks to a minimum of £5,000,000 per claim.
40. We will keep and store any unclaimed lost property found in our accommodation or on the resort premises for one month before discarding.
41. In the event of a hot tub technicality/mechanical failure that prevents you from using the hot tub. Any recompense for this part of your stay will be limited to a maximum of 30% of the price you paid, pro rata according to the length of disruption caused.

Your Promises to Us

You agree that you will:

42. Keep to these Terms and Conditions and the Resort Rules.
43. Stay with us only for holiday and recreational purposes.
44. Pay promptly for your holiday and other charges due to us.
45. Pay to us interest at 3% per annum over the published base rate of Barclays Bank plc from time to time (in Northern Ireland, the Ulster Bank) on any undisputed sums overdue from the due date to the date we actually receive such amounts from you, both before and after any judgment that we may obtain against you.
46. Guests are expected to take reasonable care of the property, its contents, and facilities during their stay. Any loss, breakage, damage, or excessive cleaning required as a result of the actions of any member of the booking party may be charged to the lead guest, who agrees to reimburse the full cost of repair, replacement, or remediation upon request.
47. Not do or fail to do anything which might put us in breach of any condition of the Site Licence, which is always available on the Resort in a conspicuous place. For example, the conditions of the Site Licence which may affect you include those requiring the space between caravans and other structures to be kept clear, those prohibiting combustible structures, those regarding car parking and those requiring the underside of caravans and lodges to be kept clear.
48. Not make any alteration to any accommodation or pitch.
49. Permit us to move you to another location on the resort if necessary. We will ensure that any alternative location will be of similar quality and be responsible for all reasonable costs incurred.

Behaviour Standards:

The following Behaviour Standards apply from the time a booking enquiry or reservation is made until the end of the stay. Unless otherwise stated, these standards apply whether or not you are physically present on the resort at the time of any incident.

By making a booking, you agree to comply with these Behaviour Standards and to ensure that all members of your party, visitors, guests, and children accompanying them also comply.

50. All guests must behave in a courteous, respectful, and considerate manner towards resort management, staff, contractors, other guests, visitors, and any person working or staying on the resort.
51. Parents, guardians, and responsible adults must ensure that children under their supervision do not cause nuisance, disturbance, damage, or danger to themselves or others.

52. Guests, members of their party, and any visitors must not:

    51.1 Commit any criminal offence (whether or not on the resort or in its vicinity) which causes our name to be entered on the Violent and Sex Offender Register or causes you to be subject to a Risk of Sexual Harm Order or Child Abduction Warning Notice (or any register, order or notice succeeding these);

    51.2 Use the Park in connection with any criminal activity or commit any other criminal offence (i.e. any offence not already subject to clause 49.1) at the Park or in its vicinity;

    51.3 Commit any act of vandalism, damage, nuisance, harassment, threatening behaviour, or abuse towards any person or property on the resort.

    51.4 Use fireworks, Chinese lanterns, sky lanterns, fire pits, or any similar item involving an open flame, ignition source, or uncontrolled heat source, except where expressly authorised by management;

    51.5 Possess, store, carry, or use any firearm, imitation firearm, offensive weapon, dangerous weapon, or other item intended to cause injury on the resort.

    51.6 Possess, use, distribute, supply, or permit the use of any illegal drugs or prohibited substances on the resort.

    51.7 Create excessive noise, disturbance, anti-social behaviour, or conduct that interferes with the comfort, safety, or enjoyment of other guests.

    51.8 Conduct any trade, business, commercial activity, or organised event on the resort without the prior written consent of management.

    51.9 Permit anyone who is to your knowledge on the Violent and Sex Offender Register or subject to a Risk of Sexual Harm Order or a Child Abduction Warning Notice (or any register, order or notice succeeding these) to use or visit the Park.

53. We reserve the right to refuse entry, remove any guest, visitor, or member of a booking party, or terminate a booking without refund where, in our reasonable opinion, these Behaviour Standards have been breached.

54. Where a booking is terminated as a result of a breach of these Behaviour Standards, the lead guest shall remain responsible for any outstanding charges, losses, damages, costs, or expenses arising from the breach.

Cancelling the booking because you are in breach of these Terms & Conditions:

55. We may cancel your holiday if you are in serious breach of your obligations in these Terms and Conditions and the breach is not capable of being remedied or is such that it causes a breakdown in the relationship between you and us (for example violence or intentional damage to property) by serving upon you reasonable notice in writing to cancel your booking. In deciding what period of notice is reasonable, we shall have due regard to the nature of the breach and other relevant circumstances. In appropriate cases, this may mean requiring you to leave the Park immediately.

56. If you are in breach of any of your obligations under these Terms and Conditions which is capable of being remedied (for example, a failure to comply with the behaviour standards in clauses 47- 50 which has not caused a breakdown in the relationship between you and us) we may write giving you warning, specifying the breach and asking you to remedy the breach within a reasonable and specified time. If you do not comply with that warning and the breach is either serious and/or amounts to persistent breaches of obligation, which taken individually would be minor, but which taken together cause a breakdown in the relationship between you and us, we are entitled to write,

we are entitled to write to you to cancel your booking. In appropriate cases, the warning we give you may be very short, and we may then require you to leave the park immediately.

57. If we cancel your booking under clauses 51 or 52 you will only be entitled to a refund if a third party takes up your booking. In that event we will refund you up to the money we receive for the rebooking less our reasonable administration charges.

Changing the park rules:

58. It may be necessary or desirable to change the resort Rules from time to time, including for reasons of health and safety, the efficient running of the resort, environmental issues, local authority requirements, and/or changes in law or regulations or in the interpretation of law and regulations imposed upon us, in which case we will notify you in writing using your contact details at the address on the Booking Form.

59. Any changes made to the park rules after we accept your booking may affect you because you will be required to comply with the changed resort rules but will not affect anything else to which you are entitled under these booking Terms and Conditions.

Keys:

60. We hold a key to all accommodation on the resort.

61. If you are staying in accommodation, we may use the key for any purpose authorised by you, for example if you ask us to give access to an authorised visitor. We may require you to confirm your authority in writing.

62. We may also use the key in an emergency, such as an immediate concern for the health and safety of any person, to carry out urgent repairs or preventative work, or to check and secure the accommodation if it appears to be insecure.

63. We will take reasonable care when accessing any accommodation.

Communications:

64. We agree that any letters or other communications between us shall be sent using the details in these Terms and Conditions and for you on the booking form, email may be used.

Interpretation:

65. “Resort Rules" means the rules of conduct and practice issued by us from time to time and applicable to the Park. The Park Rules which currently apply to your booking are in Part II of these Terms and Conditions.

66. “Pitch” does not include any part of the resort except that on which the accommodation in which you are staying stands.

67. "Services" means the services which we have promised to make available without a separate charge to you, for example any utilities to your Pitch. Services for which we make a separate charge are provided under separate agreements and not these Terms and Conditions.

68. "Site Licence" means the caravan Site Licence applicable to the resort issued to us by the local authority under Section 3 of the Caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under Section 3 of the Caravans (Northern Ireland) Act 1963) and other relevant statutes.

69. "You/your" means the person making the booking and all members of their party excluding children under 18. Where there is more than one person, each is fully responsible for the obligations in these Terms and Conditions.

70. References to taxes and laws are references to them as extended, amended or replaced from time to time.

Part II

Our Park Rules

71. Our current park rules applicable to your booking are set out below.

Security Deposit for Ty Gwyn Cottage

1. Guests staying at Ty Gwyn Cottage are required to pay a refundable security deposit of £50 per person, including both adults and children, prior to or upon arrival.

The security deposit must be paid using the lead guest's payment card. Access to the property will not be granted until the security deposit has been received in full.

Following departure, the property will be inspected. If no damage, breakages, excessive cleaning requirements, missing items, or breaches of these Terms and Conditions are identified, the security deposit will be refunded to the lead guest.

By making a booking, the lead guest agrees to pay the required security deposit and accepts responsibility for any loss, damage, breakages, or additional costs incurred as a result of the actions of any member of the booking party. Where the cost of repairs, replacement, cleaning, or any associated charges exceeds the value of the security deposit, the lead guest remains liable for the full amount and agrees to reimburse such costs upon request.

Housekeeping During Your Stay

1. As a self-catering resort, guests are responsible for providing their own day-to-day supplies and personal items for the duration of their stay. Bed linen packs and towels are available to hire from Reception, subject to an additional charge.
2. Towels provided by the resort must not be removed from the accommodation. Guests are requested to provide their own towels for use at the beach, swimming pools, hot tubs, or any activities away from the premises.
3. Guests are expected to leave the accommodation in a clean and tidy condition and in substantially the same state as it was found upon arrival.
4. Any breakages, damage, loss of property, or maintenance issues that occur during your stay must be reported to Reception as soon as reasonably possible. Where damage or loss has resulted from the actions or negligence of any member of the booking party, the lead guest will be responsible for the cost of repair, replacement, or any associated charges.

Driving and Parking on the Resort

1. For the safety and comfort of all guests, a maximum speed limit of 5 mph applies throughout the resort at all times. Guests must comply with all speed restrictions and drive with due care and attention whilst on the resort grounds.
2. Vehicles must be parked only in the designated parking spaces provided at the booked accommodation. A maximum of two vehicles is permitted per lodge and three vehicles are permitted at Ty Gwyn House, unless otherwise agreed in writing by management.

3. All vehicles are parked and driven on the resort entirely at the owner's risk. We accept no responsibility for any loss, theft, damage, or accidents involving vehicles or their contents whilst on the resort.
4. We shall not be liable for any damage, loss, or collision involving vehicles occurring on the resort, within the parking areas, or on the access lane leading to the resort. The access lane is not owned or maintained by us and is under the responsibility of the relevant local authority.

Safety

1. The cliffs and coastal views are an important feature of the resort and can be hazardous. Guests are responsible for their own safety and for ensuring that children and vulnerable persons are supervised at all times. We accept no responsibility for injury, loss, or damage arising from failure to observe appropriate care and caution near cliff edges or other natural hazards.

Smoking

1. Smoking, including the use of e-cigarettes and vaping devices, is strictly prohibited inside all accommodation units and communal buildings.
2. Guests found to have smoked inside the accommodation may be charged for any additional cleaning, deodorising, or repair costs incurred as a result.

Ball Games

1. Soft ball games may only be played in designated areas of the resort and must be conducted in a safe and considerate manner.
2. Ball games must cease immediately if they pose a risk to other guests, cause nuisance, or result in contact with accommodation units, vehicles, tents, caravans, lodge or other property.
3. Guests will be responsible for the cost of repairing or replacing any property damaged as a result of ball games or other recreational activities undertaken by members of their booking party.

Outdoor Shoes

1. Please refrain from wearing outdoor shoes upstairs in Ty Gwyn and in all bedrooms in the lodges and cottages.

Noise

1. Guests are asked to be considerate of others and keep noise to a minimum at all times, particularly during the evening and night-time hours. Please be aware that sound can travel easily across the resort and that awnings, tents, and accommodation structures provide limited sound insulation.
2. All loud music, speakers, and other music-producing devices must be switched off by 10:30 p.m.
3. Loud conversations, shouting, or any behaviour likely to disturb other guests should be avoided after 10:30 p.m. Guests who cause unreasonable disturbance may be asked to reduce noise immediately and, in serious or repeated cases, may be required to leave the resort without refund.

Games - This section applies to Ty Gwyn Cottage only

1. For guests' enjoyment, Ty Gwyn House is/can be equipped with a selection of games, including Connect 4, Scrabble, Jenga, Monopoly, Chess, and playing cards.
2. These items remain the property of the resort and must not be removed from the house. Guests may be charged for the replacement of any missing, damaged, or incomplete games and accessories.

Personal Belongings

1. Guests are responsible for the security and safekeeping of their own personal belongings, valuables, money, vehicles, and personal effects during their stay.
2. All personal belongings are brought onto the resort and left within the accommodation at the guest's own risk.
3. We accept no liability for the loss, theft, damage, or destruction of any personal belongings, valuables, or vehicles, except where such liability cannot be excluded by law.

Departure Day

1. Guests must vacate the accommodation by 10:00 a.m. on the day of departure to allow sufficient time for cleaning and preparation prior to the arrival of incoming guests from 4:00 p.m.
2. Guests are required to leave the accommodation in a clean, tidy, and undamaged condition and in substantially the same state as it was found upon arrival.
4. Any excessive cleaning, damage, missing items, or failure to comply with these Terms and Conditions may result in additional charges being applied and, where applicable, deducted from the security deposit.

Barbecues

1. Barbecues are permitted only when used safely and responsibly and in accordance with any applicable government, local authority, or fire safety guidance in force at the time of your stay.
2. All barbecues must be raised off the ground and placed on a suitable non-flammable surface wherever possible. Barbecues must not be placed directly on grass, decking, picnic benches, or any other surface that may be damaged by heat.
3. Barbecues must not be used inside any accommodation, awning, tent, enclosed structure, or other confined space due to the risk of fire and carbon monoxide poisoning.
4. Guests are responsible for ensuring that barbecues are fully extinguished after use and for supervising them at all times whilst lit.
3. Guests will be liable for the cost of repairing or replacing any property damaged as a result of the use of a barbecue or failure to comply with these requirements.

Security

1. CCTV cameras are installed at various locations throughout the resort for the purposes of safety, security, and crime prevention.
2. Guests are responsible for the security of their accommodation and personal belongings during their stay. Accommodation should be secured whenever left unattended, including ensuring that all doors and windows are properly closed and locked.
3. Guests are advised not to leave valuables, cash, jewellery, electronic devices, or other personal possessions in plain sight within the accommodation or vehicles.
4. We accept no liability for the loss, theft, or damage of personal belongings, valuables, vehicles, or their contents, except where such liability cannot be excluded by law.

Permitted Number of Occupiers

1. The number of persons occupying the accommodation must not exceed the maximum occupancy stated in the booking confirmation and accommodation details.

2. Only those individuals included in the booking may stay overnight in the accommodation unless prior written permission has been obtained from management.
3. Any breach of the maximum occupancy limits may result in the termination of the booking without refund and/or additional charges being applied.

Bicycles, Roller Blades, Scooters and Similar Equipment

1. Guests using bicycles, roller blades, scooters, or similar equipment do so entirely at their own risk and must ride responsibly, with due care and consideration for other guests and resort users.
2. Electric bicycles, electric scooters, hoverboards, and any other electrically powered personal transport devices are strictly prohibited anywhere on the resort unless expressly authorised by management or required as a mobility aid.
3. Bicycles, roller blades, and non-powered pedal scooters are permitted on designated roadways and pathways only. They must not be ridden on grassed areas, between pitches, or in any location where their use may cause damage, nuisance, or danger.
4. Skateboards are strictly prohibited throughout the resort.
5. Parents and guardians are responsible for ensuring that children use bicycles, roller blades, and permitted scooters safely and in accordance with these Terms and Conditions.
6. Any damage caused to resort property, accommodation, vehicles, or guest property as a result of the use of bicycles, roller blades, scooters, or similar equipment shall be the responsibility of the guest concerned, or the lead guest where applicable.

Children and Pet Supervision

1. Children and pets must be supervised by a responsible adult at all times whilst on the resort and within the accommodation.
2. Under no circumstances should children or pets be left unattended anywhere on the resort, including inside or outside the accommodation.
3. The resort accepts no responsibility or liability for the welfare, safety, or supervision of children or pets left unattended by guests.
4. Guests are encouraged to report any suspicious activity, unattended children, or animals in distress to Reception immediately.

Electric Vehicles

1. Charging electric vehicles is strictly prohibited anywhere on the resort.
2. Under no circumstances may guests charge electric vehicles, electric bicycles, scooters, or any similar battery-powered vehicles using electricity supplied to the accommodation, lodges, pitches, or any other resort facilities.
3. Failure to comply with this policy may result in additional charges, immediate disconnection of the charging equipment, and/or termination of the booking without refund where deemed necessary for safety reasons.

Hot Tubs and Swim Spas

1. To ensure water quality and guest safety, members of staff may access the hot tub or swim spa area up to three times per day, at reasonable times, to carry out routine testing, maintenance, cleaning, and water treatment checks.

2. Guests acknowledge and agree that such inspections and maintenance visits are necessary and form part of the safe operation of the facilities.
3. Guests must not interfere with, tamper with, or adjust any hot tub or swim spa equipment, controls, chemicals, filters, covers, or settings.
4. Management reserves the right to temporarily restrict use of the hot tub or swim spa where maintenance, cleaning, safety concerns, or water quality issues require corrective action.
5. Guests use the hot tub and swim spa entirely at their own risk and must follow all safety instructions provided by the resort.