

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 confirmation 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 must tell us by 5pm if you are likely to arrive later than 6pm. You may arrive after 6pm, but we will have to be made aware, so what we can make alternative check in arrangements with you.
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 by 10am on the day of your departure if you are staying in a luxury lodge, cottage or static caravan. Glamping pods have until mid-day, along with the camping and touring guests. Please ensure you leave the accommodation/pitch before or at your check out time.
21. We will try to allocate you the location of your choice on the resort, but bookings are not conditional on this. When you book with us online, your location is automatically chosen. If you do have a preference, please call us, and we can do our best to move you, where availability is present. However, this cannot be guaranteed.
22. 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

23. 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.
24. 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.

25. 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.
26. 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.
27. 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

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

30. 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.
31. We may also cancel your holiday if you breach any of these Terms and Conditions. Clauses 51-53 give further details.
32. 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.
- 33.

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 you will be happy with our service. If you have any complaint, we encourage you to discuss it with us as soon as possible as this gives us the best chance of resolving it with you. If you remain unhappy, please contact us again within 28 days of your departure and we will try to help.

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 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. Not cause any damage during your holiday, and in the eventuality of anything being broken or damaged – you agree to cover the costs.
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

These standards will apply from when you request your booking until your holiday ends. Unless stated otherwise, they apply whether or not you are on the resort at the time.

You agree to, and you must make sure that you, your party and any visitors (including, in each case their children), keep to the following standards of behaviour:

50. To act in a courteous and considerate manner towards us, our staff and anyone visiting, using or working on the resort including other customers.
51. To supervise children so that they are not a nuisance or danger to themselves or other people using the Park.
52. Not to:
 - 52.1 Commit any criminal offence (whether or not on the resort or in its vicinity) which causes your 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);
 - 52.2 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;
- 51.2 Commit any acts of vandalism or nuisance on the resort;
- 51.3 Use fireworks, Chinese lanterns or any similar open flame heat source on the resort;
- 51.4 Keep or carry any firearm or any other weapon on the resort;
- 51.5 Keep or use any unlawful drugs on the resort;
- 51.6 Create undue noise or disturbance or commit antisocial behaviour on the resort;
- 51.7 Carry on any trade or business at the resort;

51.8 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.

- 52 You agree that if you or any of your family members or visitors or guests whom you have invited to the resort break the behaviour standards listed above then we may terminate your booking.

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

- 53 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.
- 54 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.
- 55 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

56. 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.
57. 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

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

- 59. 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.
- 60. 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.
- 61. We will take reasonable care when accessing any accommodation.

Communications

- 62. 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

- 63. "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.
- 64. "Pitch" does not include any part of the resort except that on which the accommodation in which you are staying stands.
- 65. "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.
- 66. "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.
- 67. "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.
- 68. References to taxes and laws are references to them as extended, amended or replaced from time to time.

Part II

Our park rules

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

Security Deposit for Ty Gwyn House

If you are staying in Ty Gwyn House, we take a £50.00 per person security bond payment before or upon arrival. Once the property is checked after your departure and it is marked as having no damages or broken items during your stay, we will then contact you to refund the security deposit. This payment must be paid from the lead bookers card at a price of £50.00 per adult and per child

entering the property for the stay. You will not be able to gain entry to the house until this payment has been made.

Housekeeping during you stay

As we are a self-catering resort, we recommend all guests bring what they will need for their stay. We to have bed packs and towels available to rent from reception at a charge. Please do not remove the towels from the accommodation and please provide your own towels for use away from the premises. Please do leave your accommodation as you have found it.

All breakages & or damage that occur must be reported to reception and must be paid for if you are at fault.

Driving on the resort

There is a 5mph speed limit on the park. Please Park at your accommodation. Two cars are permitted at each lodge and three cars at Ty Gwyn. We ask that all guests on the resort abide by the speed limit on the resort. We are not responsible for any damages that may occur between vehicles on the resort or on the lane down to us. The lane down to us is owned by the local council.

Safety

The cliffs and views are a spectacular asset to the resort, but the cliffs can also be extremely dangerous. It is your responsibility to ensure children are supervised at all times. No electric bikes/scooters etc are allowed on the park. Bicycles are permitted, please ride with care and consideration for other park users. Do not ride on the grass between the pitches.

Smoking

Smoking is not permitted inside any of the accommodations.

Ball Games

Soft ball games are only allowed on the park. Ball games will be stopped if they hit or cause nuisance to caravans, tents etc. You may have to pay for any damage caused.

Outdoor shoes

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

Noise

Please respect your fellow guests and keep noise levels to an absolute minimum. Please remember that sound carries at night and awnings are no barrier to noise. All music making devices must be switched off by 10:30pm. Voices can be just as loud at night and can be disturbing to those wishing to sleep.

Games

This applies for Ty Gwyn only. We have provided Connect 4, Scrabble, Jenga, Monopoly, Chess and playing cards for your enjoyment. Please do not remove these games from the house.

Personal belongings

Guests are obliged to take care of their personal things and valuables left in the accommodation. The owners will not be responsible in the case of any loss, damage, or theft.

Departure day

On the day of your departure please leave the accommodation by 10am, for it to be cleaned and prepared for the next guests arriving at 4pm. All guests have the obligation to leave the accommodation in the same condition as they have found it, tidy and undamaged.

Barbeques

All barbeques must be raised and off the ground. Please use barbeques responsibly and do not place them directly on the grass. Do not light barbeques in an enclosed space and always be aware of Carbon Monoxide poisoning.

Security

Security cameras have been installed at strategic positions around the resort. You are solely responsible for securing your accommodation. Always close and fasten windows securely when you leave, even if it's only for a short while. Do not leave valuables such as jewellery on view in your accommodation. Lock valuables out of sight.

Permitted number of occupiers

The accommodation you have booked, may not be used for sleeping a number of persons greater than the maximum sleeping capacity stipulated on your booking details and accommodation details.

Bicycles, roller blades, skateboards, and scooters

Bicycles and roller blades are permitted on the resort, but must be ridden on the roads only and not on paths of grassed areas.

Under no circumstances are skateboards allowed anywhere on the resort.

Pedal scooters are permitted on the resort under the same rules as bicycles. Under no circumstances are micro scooters and hover boards allowed anywhere on the park.

Children and pet supervision

Under no circumstances are children or pets to be left alone on the resort. We will take no responsibility for either left on their own in our outside of your accommodation. Please report anything suspicious to the resort reception.

Electrical Vehicles

Electric cars must not be charged via the accommodations / lodges. As a guest on the resort you are not permitted to plug in electrical vehicles into any of the lodges.

