



# Dalkeith Country Park Summer Camping 2022

## Terms and Conditions

These terms and conditions are for our summer camping site at Dalkeith Country Park. Please read these terms and conditions carefully before making your booking.

### 1. General

1. In these terms and conditions:

"Accommodation" means a tent and / or pre-pitched tent.

"Site" means the camping site at Dalkeith Country Park. "Site Specific Rules" means the rules in force at this Site.

"You" or "Your" means the person named in the confirmation invoice.

"We", "Us", or "Our" means Buccleuch Recreational Enterprises Limited (Company Number 01255185) with registered office address: Estate Office, Weekley, Kettering, Northamptonshire, NN16 9UP

### 2. Your booking

1. We reserve the right to accept or decline bookings entirely at our discretion.
2. Your contract with us will begin when we issue you with your booking confirmation. Your contract with us will be on the terms set out in these terms and conditions.

3. All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the Accommodation you have booked, the dates of your booking, and the total amount paid for your booking. We will issue you with your confirmation invoice by email or, if requested, by post.
4. You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.
5. Children under the age of 18 must be accompanied by an adult.
6. We can only discuss your bookings (including any changes) with you, we cannot discuss the booking with another member of your party unless you give express consent for us to do so.

### **3. Paying for your accommodation**

1. You must pay us the total amount payable for your booking at the time of booking.
2. We will not accept payment by cheque.
3. Promotional offers will only be applied if they are valid and quoted at the time of booking. Promotional offers cannot be combined, nor can they be used retrospectively to apply to existing bookings. In addition, we reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our website.

### **4. Pricing for our Accommodation**

1. We periodically review and amend the prices we charge for our Accommodation. For the most up to date pricing information, please check the section of our website relating to camping. We will confirm the price of your Accommodation at the time you make your booking and in your confirmation invoice.

2. All prices given in our brochures, by telephone, on our website or in any leaflets relating to the Site include VAT. If the VAT rates change, we reserve the right to change our prices accordingly.
3. All prices given in our brochures, by telephone, on our website or in any leaflets relating to the Site include any charges for water, gas, and electricity, that may be applicable to the Accommodation selected.

## 5. If you want to cancel your booking

1. Your Accommodation booking is a contract for the provision of leisure services on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel the contract. We do, however, offer you the right to cancel your contract subject to the provisions of this Section 5.
2. If you wish to cancel a confirmed booking, you must let us know by email as soon as possible and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from the day we receive your email or written notification, subject to us deducting cancellation charges as set out in Section 5.3 below.
3. Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. Our cancellation charges are set out in the table below:

No. of days prior to booking start date	Cancellation charge
More than 30 days	Administration fee of £15
14 - 30 days	50% of the total booking charge

<b>No. of days prior to booking start date</b>	<b>Cancellation charge</b>
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Less than 14 days or after the booking start date	100% of the total booking charge
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4. If you cancel your booking after the booking start date, we will not issue any refund for any remaining nights of your booking. For the avoidance of doubt, this includes where you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. You may wish to consider buying holiday insurance to compensate you in these circumstances.

#### **6. If you want to change your booking**

1. If you want to change any detail of your confirmed booking you must let us know by email or in writing as soon as possible. This includes details such as the number of pitches, the number of guests and the size of your Accommodation.
2. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes.
3. If we do change your booking, you will be charged an administration fee of £15 to cover the costs we incur in making the change to your booking. You must also pay us any additional accommodation costs due as a result of the change - we will confirm the amount of any additional accommodation costs due at the time we change your booking. If your accommodation costs are lower as a result of the change we will refund you the difference at the time we change your booking, after deducting the administration fee referred to above.

#### **7. If we need to change or cancel your booking**

1. We do not expect to have to make changes to your booking, however sometimes problems happen, and bookings have to be changed or cancelled. We will only change or cancel your booking:

1. if necessary to perform or complete essential remedial or refurbishment works; or
  2. for other reasons unforeseen at the time you made your booking which are beyond our reasonable control. This may include occasions where the Accommodation becomes inaccessible due to a Meteorological Office Severe Weather Warning or other severe weather event.
2. If we do need to change or cancel your booking for the reason set out in Section 7.1.1, we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.
  3. If we do need to change or cancel your booking for the reasons set out in Section 7.1.1, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.
  4. If we do need to change or cancel your booking in line with 7.1.2 because it becomes impossible to deliver the booking due to unforeseen events beyond our reasonable control, we will do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you do not accept the alternative we offer, the booking will be deemed cancelled and no refund of any amounts paid will be offered.
  5. It is a condition of your booking that you obtain appropriate travel insurance for all members of your group. This should ideally cover illness, cancellation and injuries during your stay.

## **8. Special requests**

1. Special requests must be requested at the time of booking. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request.

## **9. Group bookings**

1. Group bookings can only be accepted from organised groups. Bookings for all groups, including large family or friend groups, must be notified to us and approved by us at the time of booking. Our Site is not suitable for stag, hen or birthday parties. If you want to use the Site for such a group, you must contact us and tell us prior to booking and obtain our prior agreement to any such use.
2. Group bookings may only be made by emailing the booking office and cannot be made online.
3. Our Site has additional rules and practical requirements for group bookings, which may be made available on our website or otherwise communicated to you. Please ensure that you understand these rules and practical requirements before making any group booking.
4. Please note that if you fail to comply with our rules on group bookings as set out in this Section 9 we may need to exercise our rights under Section 14 ("Our right to evict").

## **10. Visitor standards and behaviour**

1. Site Specific Rules are available on the camping section of our website and are provided with confirmations of booking. You will also be provided with Site Specific Rules on arrival at the Site. Site Specific Rules contain important information about your stay with us. Please ensure that you and your party read the Site Specific Rules carefully prior to booking and on arrival.
2. Each Accommodation shall be at least 6 metres from any other Accommodation. In exceptional circumstances where more than one Accommodation is allowed on a pitch, they must be at least 3 metres from any other Accommodation.
3. You must only use the Accommodation for the purposes of your holiday. You must not use the Accommodation for any other purpose, including without limitation for any business purposes, without our prior written consent.
4. You must keep the Accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.

5. You must not use the Accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.
6. Smoking is not permitted in any part of your Accommodation. Please note smoking includes use of vapours and/or e-cigarettes. You and your party must not smoke inside your Accommodation.
7. You and your party must not use candles, fireworks or Chinese lanterns at or in your Accommodation.
8. You and your party may only use a barbeque on Site if it is placed outside and raised off the ground. You and your party must not use barbeques, gas stoves, or other naked flames and cooking equipment inside the Accommodation.
9. Dogs are permitted at our Site. You must tell us at the time of booking if you wish to bring a dog to our Site. We allow a maximum of two dogs per booking. Unfortunately, no other domestic pets are permitted at our Sites.
10. Flying of drones at the Accommodation and/or Dalkeith Country Park is not permitted.
11. Please note that if you do not comply with the standards and behaviours set out in this Section 10 we may need to exercise our rights under Section 14 ("Our right to evict").

## **11. Maximum occupancy for your Accommodation**

1. You must ensure that the maximum number of persons occupying the Accommodation does not exceed the maximum occupancy limits set out on our website and in the Site Specific Rules. You must not bring additional camp beds to the Accommodation. For the purposes of occupancy limits a child over the age of two is considered an occupant.
2. We set maximum occupancy limits in line with the facilities, space and equipment available at the relevant Site and to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the Site (without any compensation or refund) if you exceed the maximum occupancy limits as described in this Section 11.

## **12. Damage to the Accommodation or its contents**

1. If you discover that anything is missing or damaged on arrival at your Accommodation you must notify us immediately at Reception. If you do not notify us we will assume that you caused the relevant damage or loss.
2. You will be responsible for the cost of any damage to the Accommodation or its contents caused by you or by any member of your party or animal brought with you.

## **13. If you have a problem or complaint**

1. We take care to ensure that our Accommodation and Site are of a high standard. However, if you have any problems with your Accommodation or Site, please contact the Reception immediately and give us the opportunity to resolve it.
2. If you have an unresolved complaint at the end of your stay please contact our Visitor Services Manager, whose contact details are available in the Site Specific Rules. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.
3. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

## **14. Our right to evict**

1. We may terminate our contract with you and ask you to leave your Accommodation and the Site immediately (without any compensation being payable) if:
  1. we consider that you or your party have committed a serious breach of these terms and conditions;
  2. we consider that your or your party's behaviour endangers the safety of our visitors or staff;
  3. any complaints are made of anti-social or unacceptable behaviour against you or your party;



4. you or your party cause an unreasonable amount of damage to the property or its contents; or
5. you exceed the maximum occupancy limit for your Accommodation.

## **15. Our liability to you**

1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
  1. Nothing in these terms and conditions is intended to limit our liability for:
    2. death or personal injury caused by our negligence;
    3. fraud or fraudulent misrepresentation on our part; or
    4. any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.
2. Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## **16. Events beyond our control**

1. We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.
2. An event outside our control means any act or event that is beyond our reasonable control, including without limitation severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

## **17. Some practical information for your stay**

1. Your check-in and departure times will be set out in your booking confirmation/Site Specific Rules. If you do not leave the Accommodation by the required departure time we reserve the right to charge you a late checkout fee to cover any costs we incur.
2. If you leave any of your possessions behind at your Accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. Camping equipment deemed to be left deliberately will be disposed of immediately. Lost property items will be held for three months, after which it will be disposed of.
3. Our Site is in a countryside area and it is important that you and your party do not interrupt or endanger the livelihood of our tenant farmer or those working at the property or on the surrounding land.
4. Deer, bats and other wildlife may be present. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that bats and badgers are a protected species and it is illegal to interfere with them or their habitat.
5. Environmental protection also extends to flora on the Estate. Please remember that Bluebells are a protected plant and it is illegal to interfere with them and/or seek to remove them.

## **18. Entire Agreement**

1. This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.
2. No one other than a party to this contract shall have any right to enforce any of its terms.

## **19. Data Protection**

1. We may communicate with you from time to time about your booking and your experience with us and will use your data in accordance with our privacy policy.

2. If you wish to alter the way we communicate to you at any time you can send an e-mail to [camping@dalkeithcountrypark.co.uk](mailto:camping@dalkeithcountrypark.co.uk). For more detail view our privacy policy online [here](#).

## **20. Governing Law**

1. These terms and conditions are governed by Scottish law. You and we both agree to submit to the exclusive jurisdiction of the Scottish courts.