

ROZEL CAMPING PARK

Terms and Conditions

In these terms and conditions:

"Arrival Date"	means the date on which your Booking is due to start
"Booking"	your booking to stay at the Site
"GST"	Goods and Services Tax
"Guest"	each person who stays at the Site pursuant to a Booking
"Lead Guest"	means the person making the Booking
"Site"	means Rozel Campsite, St. Martin, Jersey
"you" or "your"	means the Lead Guest
"we", "us", or "our"	means Rozel Camping Site

1. Terms

- 1.1 Upon payment of the appropriate booking deposit and confirmation of your Booking, a contract will come into force. This contract binds you and each Guest on a joint and several basis and is governed by these Terms. Please therefore ensure that you and each Guest reads these Terms carefully. By making a booking you are deemed to have accepted the provisions set out herein on behalf of you and all other Guests covered by your Booking.
- 1.2 We reserve the right to amend, update or replace these Terms at any time upon notice.
- 1.3 By making a Booking you agree that:
 - (a) you have the authority of all persons in your party to book on their behalf;
 - (b) you agree to be responsible for any loss or damage caused by any member of your party; and
 - (c) you agree to be responsible for any failure by you or any member of your party to comply with these Terms or any requests or instructions made by our management and staff.

2. Guests

- 2.1 The Lead Guest must be at least 21 years old at the time the Booking is made.
- 2.2 You will be responsible for all members of your party. We will only discuss your Booking (including any changes) with you unless you give express consent for us to do otherwise.
- 2.3 Children must be supervised by an adult at all times while on the Site.

2.4 Group bookings, including large family or friend groups requiring more than one pitch, must be notified to us by telephone and approved by us at the time of booking. We reserve the right to cancel any Booking that has not been so approved without refund or compensation.

2.5 We do not accept stag and hen groups or similar parties.

3. **Booking**

3.1 We reserve the right to accept or decline bookings entirely at our discretion.

3.2 Prior booking is essential in July and August and strongly advisable at all other times. We are happy to accept midweek bookings.

3.3 Your confirmation will set out the dates of your Booking, the total amount paid, any balance payable, any extras and any special requests we have agreed. Your confirmation will be issued by email or, if specifically requested, by post.

3.4 Please check your booking confirmation upon receipt as we cannot be held responsible for errors in information provided by you.

4 **Pricing**

4.1 We periodically review and amend our prices. For the most up to date pricing information please check our website or telephone us directly. We reserve the right to adjust our pricing from time to time, but the price payable by you is the price set out in your booking confirmation.

4.2 Prices do not include any additional services, extras, features or facilities unless expressly stated. We reserve the right to levy an additional charge for any equipment that exceeds your pitch boundary.

4.3 We reserve the right to alter prices or adjust availability from time to time prior to confirming your Booking, or to adjust manifest errors in price within 7 days of booking.

4.4 Our prices include GST. If the GST rates change, we reserve the right to change our prices accordingly. GST invoices can be provided on request.

5 **Payment**

5.1 We accept cash, credit and debit cards (with the exception of American Express credit cards).

5.2 A non-refundable deposit of £150 (or the total amount for your booking, if less) is payable at the time of booking (a "**Deposit**"). The Deposit is set off against payment of the balance due for your stay.

5.3 Payment of the balance for your Booking is due in full **8 weeks** prior to your Arrival Date. Please note that **we do not send reminders** – if any balance remains unpaid for two weeks after becoming due, your Booking may be cancelled and your Deposit retained.

6 **Insurance**

6.1 It is a condition of booking that all Guests have insurance sufficient to cover the cost of cancellation and the cost of assistance and repatriation in the event of accident or illness.

6.2 It is your responsibility to ensure that all Guests have adequate insurance and we cannot accept responsibility if any Guest fails to take out adequate travel insurance or where any losses exceed the amount for which they can claim.

7 **If YOU want to change your Booking**

7.1 If you want to make any change to your Booking, you must let us know by telephone, by email or in writing as soon as possible. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes.

7.2 If we do change your Booking, you must pay us any additional costs due as a result of the change – we will confirm the amount of any such additional costs at the time we change your Booking. We reserve the right to charge an administration fee for any booking changes.

8 **If YOU want to cancel your Booking**

8.1 If you wish to cancel your Booking you must let us know by email or in writing as soon as possible. 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 below:

No. of days prior to Arrival Date	Cancellation charge
More than 8 weeks	Deposit
6-8 weeks	Deposit plus 25% of any balance due
4-6 weeks	Deposit plus 50% of any balance due
Less than 4 weeks	Deposit plus 100% of any balance due

8.2 If you cancel your Booking after your Arrival Date, we will not issue any refund for any remaining nights of your Booking. To clarify, this includes where you cancel or curtail your Booking for any reason whatsoever. We strongly recommend you take out holiday insurance to compensate you in these circumstances.

9 **If WE need to change or cancel your Booking**

9.1 In the unlikely event that we cancel your Booking, we will do our best to offer you a suitable alternative booking. If we are unable to do so, or if you do not accept the alternative we offer, your Booking will be deemed cancelled.

9.2 Where we cancel your Booking due to circumstances within our control, we will refund you the total amount you have paid us for the Booking. Our liability for any such cancellation will be limited to the amount of monies already paid by you to us and we will not be required to pay any further amount by way of compensation.

9.3 Where we cancel your Booking due to circumstances beyond our control, we will not be required to offer a refund or any compensation.

9.4 Where a booking is moved to the following season, we will apply current season prices where your deposit is paid in full – otherwise we reserve the right to apply updated season prices to your re-booked stay.

10 **Special requests**

10.1 Special requests must be made 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.

11 **Arrival and Departure**

11.1 You may check in any time from 2pm on your Arrival Date.

11.2 You are required to report to Reception on arrival and prior to pitching.

11.3 If not notified otherwise, your pitch will be held until 9pm on your Arrival Date, after which your Booking will be treated as cancelled by you.

11.4 Each pitch must be left clean and tidy on departure.

11.5 Unless otherwise agreed with us in advance, on the day of departure pitches must be vacated by 11am and fully equipped tents must be vacated by 10am. We reserve the right to levy an additional charge for late check out.

11.6 If you leave any of your possessions at the Site, please contact us as soon as possible and we will endeavour to assist. Any items returned to you by post will be at your cost. Where possible we will hold any lost property for three months, after which it will be disposed of. Perishables will be disposed of immediately. We will only be able to return items as permitted by the postal service.

12 **Site Rules**

12.1 You shall be responsible for the behaviour of all members of your party during your stay.

12.2 Guests may only use the Site for the purpose of recreational camping.

12.3 Guests must not:

- (a) use the Site for any other purpose, including without limitation for any business purpose;
- (b) conduct or permit any dangerous, offensive, noisy, illegal or immoral activities on the Site;
- (c) invite visitors onto the Site without our prior permission;
- (d) cause or permit any wilful damage to the Site or the property of others;
- (e) cause any nuisance or annoyance to any neighbours or anyone else during their stay;
- (f) play loud music or radios on Site;
- (g) make any loud noise between the hours of 10:00pm and 7:30am in or around the Site;
- (h) use candles, fireworks or Chinese lanterns on Site;

- (i) fly a drone on Site;
- (j) utilise an electric hook up for the purposes of charging an electric vehicle;
- (k) endanger any livestock or wildlife at the Site or in the surrounding area;
- (l) trespass on land adjacent to the Site; or
- (m) interrupt or endanger the livelihood of those working at the Site or on the surrounding land.

12.4 To respect the enjoyment of others, we ask that noise levels are kept to a minimum between the hours of 10:30pm and 7.30am.

12.5 No driving is allowed on Site after 10:30pm.

12.6 We may in our discretion accept dogs upon prior notice. All dogs must be kept on a lead whilst on Site and shall remain the responsibility of their owner. Any fouling must be collected and disposed of safely and responsibly. If there is an incident on-site involving a dog, we may ask for the animal to be removed from the Site.

12.7 Guests are required to keep the washing up areas clean and tidy and free of refuse, which should be placed in the bins provided.

12.8 For safety reasons, you may only use a BBQ if it is placed in the open air and raised off the ground using the bricks provided at various locations around the site. BBQs must be extinguished by 10.30pm. Open fires and fire pits are prohibited.

12.9 No structures may be tied or secured to trees or vegetation. Any structures that are or are judged to be causing damage to the Site or a risk to staff or other Site users will be taken down or removed.

12.10 **We may terminate your contract and ask you to leave the Site immediately (without compensation) if:**

- (a) we consider that you or any Guest has committed a breach of these Terms;
- (b) we consider that any Guest's behaviour endangers the safety of other guests or staff;
- (c) any complaints are made of anti-social or unacceptable behaviour against any Guest;
- (d) any Guest wilfully damages the Site or the property of another guest; or
- (e) the maximum occupancy limit for your pitch is exceeded.

13 Swimming Pool

13.1 Children should be supervised at all times in the swimming pool area.

13.2 The Swimming Pool is unsupervised - for safety, Guests should always use the pool with at least one other person, or at least ensure that someone knows they are in there.

13.3 We reserve the right to apply a maximum number of users at busy times, or to maintain social distancing; please be patient and wait your turn in such circumstances.

- 13.4 Guests should not use the swimming pool if they are under the influence of alcohol or drugs.
- 13.5 Please do not use the swimming pool if you have cardiovascular problems or cuts or infections, have experienced diarrhoea or vomiting in the past 48 hours or are on medication that makes you drowsy.
- 13.6 Please do not take any glass containers into to pool area.
- 13.7 Stay out of the swimming pool during storms.
- 13.8 Do not dive into the swimming pool.
- 13.9 Take care when entering and exiting the swimming pool – the surrounding floor may be slippery.

14 **If you have a problem or complaint**

- 14.1 We want you to have an enjoyable holiday and we take care to ensure that our Site is of a high standard. In the unlikely event that you experience any problems during your stay, please tell us immediately and we will do what we can to resolve the issue.
- 14.2 If you have an unresolved complaint at the end of your stay, please tell us before you leave. In considering any complaint, we'll take into account whether we have been given the opportunity to investigate it and put matters right.
- 14.3 Please note that we reserve the right to ask any Guest to leave if our staff are subject to any verbal or physical abuse.

15 **Our liability to you**

- 15.1 Save to the extent required by law, we will not be liable for any loss, damage, expense, cost, injury or illness where we have acted with all reasonable care.
- 15.2 To the extent legally permissible, our liability to each Guest (if any) is limited to the amount paid to us by the Guest(s) affected.
- 15.3 We will not be liable for any loss, damage, expense, cost, injury, illness or death whatsoever to the extent that the same results from (a) any act or omission on the part of any Guest or any third party; (b) any unusual or unforeseeable circumstances or events; or (c) weather conditions.
- 15.4 We will have no liability to any Guest to the extent that the relevant loss/injury or covered by a policy of insurance.
- 15.5 Any claim against us must be notified to us before the end of your stay. We will not accept liability for any matter not so reported.
- 15.6 Property is left on Site at your own risk and we do not accept any liability for theft of or damage to such property.
- 15.7 We do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife or the rural nature of the Site.

16 **Force Majeure**

16.1 We will not be responsible for any loss or damage whatsoever (including but not limited to cancellations and delays) arising directly or indirectly from events, circumstances or causes outside our control or which we could not, even with all due care, have foreseen or avoided and we will not be required to offer a refund or any compensation in the event that your stay is cancelled or curtailed in such circumstances.

16.2 Such events or circumstances include, but are not limited to, acts of God, war, invasion, civil commotion or unrest, terrorist attack, riot, the act of any government or other national or local authority including port authorities, industrial dispute or strike, natural or nuclear disaster, fire, chemical or biological disaster, explosion, drought, public health hazard, pandemic or epidemic, storm, flood, earthquake, subsidence, failure of public utilities or services, natural hazards, transport delays, missed connections, timetable changes or availability of services, closure of borders, roads, ports or airports, adverse weather conditions (including delays occasioned thereby) and any threat of or consequences ensuing from the foregoing.

17 Facilities

17.1 Information about facilities and services at the Site, is, to the best of our knowledge and belief, accurate at the time of publication of our website. However, we cannot guarantee that these services and facilities will be available during your stay and reserve the right to close facilities in the interests of health and safety, or to implement cleaning or repair works. No compensation will be payable in such circumstances.

17.2 Guests use the Site and its facilities at their own risk.

18 General

18.1 These Terms constitute the entire agreement between each Guest and us and supersedes and extinguishes all previous promises, representations and undertakings.

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

18.3 No failure to enforce our rights under these Terms shall constitute a waiver of our rights; any waiver does not mean that we will automatically waive any subsequent default. No waiver by us of any of these Terms shall be effective unless made in writing.

18.4 No one other than a party to this contract shall have any right to enforce any of its terms.

19 Data Protection

19.1 We may communicate with you from time to time about your Booking and your experience with us. By providing your data and contact details, you consent on behalf of yourself and all Guests to our use of such data for all reasonable purposes related to your Booking and your stay at the Site, and also to contact you regarding future stays or for general marketing purposes.

19.2 You are entitled to withdraw this consent at any time - if you wish to do so, or you wish to alter the way we communicate to you at any time, you may do so by writing to us at Rozel Camping Park, La

Grande Route de Rozel, St. Martin, Jersey JE3 6AX, or you may send an e-mail to stay@rozelcamping.je or telephone +44 (0)1534 855200.

20 Governing Law

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