

Campsite Booking Terms and Conditions

We realise that this is not the most exciting part of your holiday planning but to save any misunderstandings please ensure you read and are willing to abide by these terms and conditions before making your booking.

1. General

1. In these terms and conditions: "Accommodation" means a camping pitch or the chalet
2. "Site" means the camping site
3. "You" or "Your" means the person named on the booking confirmation
4. "We", "Us", or "Our" means St. Martin's Campsite, St. Martin's, Isles of Scilly

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 have received your deposit and issue your booking confirmation.
3. Your contract with us will be on the terms set out in these terms and conditions.
4. All bookings are formally confirmed when we issue your booking confirmation. Your booking confirmation will set out the accommodation you have booked, the dates of your booking, the number of people included in the booking, the deposit you have paid, and the total amount left payable for your booking.
5. We will issue you with your booking confirmation by email or, if requested, by post.
6. You, as the person booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 16 years old at the time of booking.
7. Children under the age of 16 must be accompanied by an adult.

3. Paying for your Accommodation

1. You must pay us a booking deposit to confirm your booking as set out below:

Campsite: 35% of total camping fees or full payment if staying three nights or less
Chalet: £150 per week

2. The booking deposit is non-refundable
3. Booking deposits are non-transferable to future years
4. The balance of your holiday invoice can be paid at the time of booking, or at any time up to the day before the departure day of your booking. Your booking must be paid for in full before you depart the site.

4. Pricing for your 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 relevant section of our website or telephone the site directly.
2. We will confirm the prices of your Accommodation at the time you make your booking.
3. All prices given on our website or in any leaflets relating to the Site or by telephone include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

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 the 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. Nothing in this section 5 affects your statutory rights.
2. If you wish to cancel a confirmed booking you must let us know by email or in writing 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 6.3 below.

6. Our Cancellation charges are set out below:

1. If you cancel your booking, we will not issue any refund for any part of your booking deposit. This also applies to bookings of three or less days where full payment has been paid. 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.
2. You may wish to consider buying holiday insurance to compensate you in these circumstances.
3. You must pay in full for the period booked and number of people in your booking. If we are able to re-sell all or any part of your booking, this will be deducted off your booking, minus a £20 administration fee.

7. 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 telephone, by email or in writing as soon as possible. This includes details such as the number of guests, the number of tents.
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. We can only discuss changes with you, we cannot discuss the booking with another member of your party, or other person, unless you give express consent for us to do so.
4. If we do change your booking, you must also pay any additional accommodation costs due at the time we change your booking.
5. For pitch bookings, there is no fee to change your arrival and departure dates. For bookings in peak season, it may not be possible to change your booking.

8. If we need to change or Cancel your Booking

1. We do not expect to have to make changes to your booking, however problems can happen and bookings may have to be changed or cancelled. We will only change or cancel your booking if necessary, to perform or complete essential remedial or refurbishment works, if we have to close the Site due to Severe Weather Warning or other severe weather event, or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.
2. If we do need to change or cancel your booking, we will refund any payment made towards your booking.
3. If we do need to change or cancel your booking under Section 8, we will not be responsible for any losses you suffer as a result of that change or cancellation.

9. Group Bookings

1. Bookings for all groups, including large family or friend groups must be notified to us and approved by us at the time of booking. In particular, we must be advised of any planned stag, hen or birthday parties and you must obtain our prior agreement to any such use.
2. The person making the booking will be expected to ensure full payment for the booking made. In the case that part of the group booking is cancelled, then rules in Section 6 relating to cancellation charges apply. We would advise that all members of the group are made aware of our booking terms and conditions.

3. Please note that if you fail to comply with our rules on group bookings as set out in section 9, we may need to exercise our rights under Section 13 ("Our right to evict").

10. Visitor Standards and Behaviour

1. When you are pitching a tent, you must leave a safe and reasonable gap between your tent and others on the Site. Specifically, keep all guy ropes between the pink pegs set out on the campsite. If we decide that your tent is not pitched with a suitable gap or without due consideration to others around you, we will ask you to move it.
2. 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 prior consent.
3. You must keep the accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.
4. 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.
5. You and your party must not smoke inside the Accommodation.
6. If you discover that anything is missing or damaged on arrival at your Accommodation you must notify us immediately. If you do not notify us, we will assume that you caused the relevant damage or loss.
7. If your Accommodation is damaged by you or your party during your stay, we have the right to recover the cost of the damage from you, including any extra cleaning costs.
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 any Accommodation.
9. You and your party must ensure that smoke from your barbeque does not cause a nuisance to fellow campers. We reserve the right to have you move the barbeque or have it extinguished.
10. Please note that if you do not comply with the standards of behaviour set out in section 10, we may need to exercise our rights under Section 13 ("Our right to evict").

11. Maximum Occupancy

1. You must ensure that the maximum number of persons occupying the Accommodation does not exceed the number specified in your booking confirmation.
2. We set maximum occupancy limits in line with the facilities and equipment available at the relevant Site and in order to comply with applicable health and safety and regulatory requirement. As such, we reserve the right to require you to leave the Site (without any compensation) if you exceed the maximum occupancy limits described in this Section 11.

12. If you have a Problem or Complaint

1. We take care and ensure that our Accommodation and Site are of a high standard. However, if you have any problems with your Accommodation or the Site, please contact us immediately and give us the opportunity to resolve it.
2. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff.

13. Our Right to Evict

We may terminate our contract with you and/or ask you or any member(s) of your party 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 term 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 number of people booked for your Accommodation or Site.

14. 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 and direct consequence of our breach or if it was contemplated by you and us at the time we entered into this contact.
2. Nothing in these terms and conditions is intended to limit our liability for:
 - I. death or personal injury caused by our negligence.
 - II. fraud or fraudulent misrepresentation on our part; or

III. any breach of the terms implied by Section 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982.

15. 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 reasonable control, including without limitation 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.

16. Some Practical Information for your Stay

1. Your check-in and departure times are set out below, on our website, and in the Accommodation:

Accommodation	Check in time	Check out time
Camping Pitch	From 13:30	By 10:15
Chalet	From 13:30	By 10:00

2. 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.
3. 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. We will hold all lost property for three months, after which it will be disposed of.
4. The Site is located in an Area of Outstanding Natural Beauty and it is important that you and your party do not litter, vandalise or cause damage to any part of the Island.
5. Birds and other Wildlife may be present at the Site. Any disturbance caused by wildlife should be reported to us and reasonable steps will be taken to assist. Please do not harm any birds or other wildlife.

17. Dogs

1. We do not take dogs
2. Our dog may often be with us on site, there may also at times be friends or family with dogs on site.

18. Storage of Boats, Kayaks, Boards, Camping Trailers and Locker Storage containing Camping Gear.

1. All items are left entirely at the owner's risk, we will not accept any responsibility or liability for any loss or damage however caused.
2. Storage is to be paid for annually in advance, (i.e., This fee is for the coming 12 months).
3. Total fees are payable even if you do not stay with us for that or other years.
4. We reserve the right to change our prices for storage, we will notify you by email or post of any such changes.
5. Storage opportunities will cease if you do not stay with us for three consecutive years.
6. We reserve the right to remove from storage and dispose of as we see fit any items after the three-year threshold.
7. We reserve the right to pass on any costs incurred from disposal of stored items to you the owner.

19. Special Requests

Whilst we will do our best to accommodate your requests, we cannot guarantee that we will be able to meet any request.

Date Protection

These terms should be read in conjunction with our privacy policy which is available at <https://www.stmartinscampsite.co.uk/privacy.aspx> . The privacy policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By making a booking, you consent to such processing and you warrant that all data provided by you is accurate.

Governing Law – These terms and conditions are governed by English Law. You and we both agree to submit to the non-inclusive jurisdiction of the English Courts.