

TERMS AND CONDITIONS – UOG CAMPSITE

In these terms and conditions:

“Accommodation” means a caravan and / or campervan and / or motorhome.

“Site” means a camping and / or caravan and / or glamping site.

“Site Specific Rules” means the rules in force at the relevant Site.

“you” or “your” means the person named in the booking confirmation.

“we”, “us”, or “our” means Urras Oighreachd Ghabhsainn/UOG.

1. Your booking

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

1.2. 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.

1.3. 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.

1.4. 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.

1.5. Children under the age of 18 must be accompanied by an adult.

1.6. 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.

2. Paying for your Accommodation

2.1 You must pay us the total amount payable for your booking at the time of booking.

3. Pricing for our Accommodation

3.1. We periodically review and amend the prices we charge. For the most up to date pricing information please check the section of our website relating to the Site or telephone the Site directly. We will confirm the price of your Accommodation at the time you make your booking.

3.2. 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. VAT invoices can be provided on request.

3.3. 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, electricity. Please note this does not include charging of electric vehicles, which is additional.

4. If you want to cancel your booking

4.1. 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 4.

4.2. 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 4.3 below.

4.3. 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
14 – 30 days	50% of the total booking charge
Less than 14 days or after the booking start date	100% of the total booking charge

4.4. If you cancel your booking after the booking start date, we will not issue any refund for any remaining nights of your booking. To clarify, this includes where you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. We strongly recommend you take out holiday insurance to compensate you in these circumstances.

5. If you want to change your booking

5.1. 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.

5.2. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes.

5.3. 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.

6. If we need to change or cancel your booking

6.1. 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:

6.1.1. if necessary to perform or complete essential remedial or refurbishment works; or

6.1.2. 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.

6.2. If we do need to change or cancel your booking for the reason set out in Section 6.1.1, 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.

6.3. If we do need to change or cancel your booking for the reasons set out in Section 6.1.1, 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.

6.4. If we do need to change or cancel your booking in line with 6.1.2 because it becomes impossible to deliver the booking due unforeseen events beyond our reasonable control, we'll do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you don't accept the alternative we offer, the booking will be deemed cancelled and no refund of any amounts paid will be offered.

6.5. 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.

7. Special requests

7.1. 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.

8. Group bookings

8.1. 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.

8.2. Group bookings may only be made by telephone and cannot be made online.

8.4. Please note that if you fail to comply with our rules on group bookings as set out in this Section 8 we may need to exercise our rights under Section 13 (“Our right to evict”).

9. Visitor standards and behaviour

9.1. Site Specific Rules are available and are provided with confirmations of booking. 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.

9.2. You must only use the site for the purposes of your holiday. You must not use the site for any other purpose, including without limitation for any business purposes, without our prior written consent.

9.3. You must keep the site clean and tidy and leave them in the same condition as when you arrived.

9.4. You must not use the site, 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.

9.5. You and your party must not use candles, fireworks or Chinese lanterns on UOG land.

9.6. You and your party must not use a barbeque on site.

9.7. Dogs are permitted. You must tell us at the time of booking if you wish to bring a dog. Unfortunately, no other domestic pets are permitted at our Sites. Assistance dogs are permitted at our site; but you must notify us at the time of booking if you wish to bring an assistance dog with you. All dogs must be kept on a lead and dog mess must be cleaned up immediately.

9.8. Flying of drones on any UOG land is not permitted without prior permission.

9.9. You must not charge an electric vehicle unless you are using a designated electric vehicle charging point on the site.

9.10. Please note that if you do not comply with the standards and behaviours set out in this Section 9 we may need to exercise our rights under Section 13 (“Our right to evict”).

10. Maximum occupancy for your Accommodation

10.1. You must ensure that the maximum number of persons occupying the Accommodation does not exceed the number your campervan sleeps. You must not bring additional camp beds/tents to the site.

10.2. We set maximum occupancy limits in line with the facilities, space and equipment available at our 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 10.

11. Damage to the Accommodation or its contents

11.1. If you discover that anything is missing or damaged on arrival at your Accommodation you must notify us immediately at office. If you do not notify us, we will assume that you caused the relevant damage or loss.

11.2. 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.

12. If you have a problem or complaint

12.1. We take care to ensure that our Sites are of a high standard. However, if you have any problems with your Site, please contact the office immediately and give us the opportunity to resolve it.

12.2. If you have an unresolved complaint at the end of your stay, please contact:

UOG, Tom na Ba, South Galson, Isle of Lewis, HS2 0SH

office@uogltd.com

Tel: 01851 850393

12.3 In considering any complaint, we’ll take into account whether we have been given the opportunity to investigate it and put matters right.

12.4. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

13. Our right to evict

13.1. We may terminate our contract with you and ask you to leave your Accommodation and the Site immediately (without any compensation being payable) if:

13.1.1. we consider that you or your party have committed a serious breach of these terms and conditions;

13.1.2. we consider that your or your party's behaviour endangers the safety of our visitors or staff;

13.1.3. any complaints are made of anti-social or unacceptable behaviour against you or your party;

13.1.4. you or your party cause an unreasonable amount of damage to the property or its contents; or

13.1.5. you exceed the maximum occupancy limit for your Accommodation.

14. Our liability to you

14.1. 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.

14.1.1. Nothing in these terms and conditions is intended to limit our liability for:

14.1.2. death or personal injury caused by our negligence;

14.1.3. fraud or fraudulent misrepresentation on our part; or

14.1.4. any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.

15. Events beyond our control

15.1. 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.

15.2. 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.

16. Some practical information for your stay

16.1. Your check-in and departure times will be set out in your booking confirmation/Site Specific Rules. If you do not leave by the required departure time we reserve the right to charge you a late checkout fee to cover any costs we incur.

16.2. If you leave any of your possessions behind, 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 charge a lost property charge of £10 to cover our admin costs and standard Royal Mail delivery up to 2kgs in the UK to return your items to you (subject to the terms of this clause 16.2). If a request to return your items deviates from these conditions, then we reserve the right to charge you any additional costs. Where possible, we'll hold all lost property for three months, after which it will be disposed of. Perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.

16.3. Our site is set in a rural area and it is important that you and your party do not interrupt or endanger the livelihood of those working at the property or on the surrounding

16.5 For more practical information on your stay, please visit the following websites@

www.galsontrust.com

www.visitgalsonestate.com

17. Entire Agreement

17.1. This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

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

18. Data Protection

18.1. 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 (please see our website for a copy of our privacy policy).