



Please read these terms and condition carefully before making your booking.

1. General

1.1. In these terms and conditions:

“Accommodation” means a tent pitch and/or campervan pitch and/or motorhome pitch and/or eco pod.

“Site” means a camping and/or eco pod and/or campervan site.

“Estate” or “Park” means Silverburn Park.

“You” or “Your” means the person named in the confirmation invoice.

“We”, “Us” or “Our” means Fife Employment Access Trust CIC trading as Silverburn Park (Company number SC4344244) of No3 Silverburn Cottages, Silverburn Park, Leven, Fife KY8 5PU.

2. Your Booking

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

2.2 Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out in these terms and conditions.

2.3 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.

2.4 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.

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

3. Paying for your Accommodation

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

3.2 We reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the section of our website relating to the relevant Site. Where you seek to place a booking using a promotional offer that has already been withdrawn, we will contact you to notify you that the promotional offer is no longer available and will seek your confirmation as to whether you wish to cancel your booking or proceed with it without the benefit of the relevant promotional offer.

4. Pricing for our Accommodation

4.1 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 the Site or telephone the Site directly. We will confirm the price of your Accommodation at the time you make your booking and in your confirmation invoice.

4.2 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.

5. If you want to cancel your booking

5.1 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. Nothing in this Section 5 affects your statutory rights.

5.2 If you wish to cancel a confirmed booking you must let us know as soon as possible, in writing/by email or by telephone, 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.

5.3 Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and that start of your booking. Our cancellation charges are set out below:

No. of days prior to booking date start	Cancellation charge
More than 30 days	10% of total booking cost
30 days or less	100% of total booking cost

5.3.1 If however your booking is made less than 30 days before the day of arrival then you will have **48 hours** from when your booking is made to cancel and receive a refund. This will also be subject to a 10% cancellation fee.

5.4 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

6.1 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 pitches, the number of guests and the size of your Accommodation.

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

6.2 We can only discuss changes to bookings with you, we cannot discuss the booking with another member of your party unless you give express consent for us to do so.

6.3 If we do change 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

7.1 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 if necessary to perform or complete essential remedial or refurbishment works, if we have to close the Site due a Meteorological Office 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.

7.2 If we do need to change or cancel your booking, we will refund any amounts due back to you.

7.3 If we do need to change or cancel your booking under this Section 7, 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.

8. Special requests

8.1 Special requests, including requests for adjacent Accommodation units 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

9.1 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. In particular, our site is not suitable for stag, hen or birthday parties and you must tell us prior to booking that you intend to use the site for such parties, and obtain our prior agreement to any such use.

9.2 Group bookings may only be made by telephoning us and cannot be made online.

9.3 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 13 (“Our right to evict”).

10. Visitor standards and behaviour

10.1 Our site safety rules and guidelines are available on the ‘campsite safety’ section of our website and are provided with confirmations of booking. These contain important information about your stay with us. Please ensure that you and your party read these rules and guidelines carefully prior to booking and on arrival.

10.2 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.

10.3 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.

10.4 You must keep the Accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.

10.5 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.

10.6 You and your party must not smoke inside any Eco Pod.

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

10.8 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.

10.9 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 tent or eco pod accommodation unless it is provided as part of the accommodation offer.

10.10 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 13 (“Our right to evict”).

11. Maximum occupancy

11.1 You must ensure that the maximum number of persons occupying the Accommodation does not exceed the maximum occupancy limits set out in our website.

11.2 We set maximum occupancy limits in line with the facilities and equipment available at the Site and in order 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) if you exceed the maximum occupancy limits described in this Section 11.

12. If you have a problem or complaint

12.1 We take care to ensure that our Accommodation, Site and Estate is of a high standard. However, if you have any problems with your Accommodation, the Site or the Estate, please contact the Site 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 the Site Manager, whose contact details are available in the Site Rules. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.

12.3 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:

- a) we consider that you or your party have committed a serious breach of these terms and conditions;
- b) we consider that your or your party’s behaviour endangers the safety of our visitors or staff;
- c) any complaints are made of anti-social or unacceptable behaviour against you or your party;
- d) you or your party cause an unreasonable amount of damage to the property or its contents; or
- e) 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.

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

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation on our part; or
- c) 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**

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 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 confirmation invoice/safety 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.

16.2 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. We will hold all lost property for six months, after which it will be disposed of.

16.3 Our sites are located 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 land.

16.4 Wildlife is present at our site and within the estate. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that species are protected species and it is illegal to interfere with them or their habitat.

16.5 Dogs are permitted at our site, as indicated on the section of our website. You must tell us at the time of booking if you wish to bring a dog to our dog friendly Site. Unfortunately, no other domestic pets are permitted at our site. Assistance dogs are permitted at our site, however you must notify us at the time of booking if you wish to bring an assistance dog with you.

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/GDPR

18.1 These terms should be read in conjunction with our privacy policy, which is available on our website, and which 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.

18.2 We may communicate with you from time to time about our work. We will tell you how we do this on our website.

18.3 If you wish to alter the way we communicate to you at any time you can write to Silverburn Park Campsite, No 3 Silverburn Cottages, Silverburn Park, Leven, Fife KY8 5PU or send an e-mail to camping@silverburnpark.co.uk or telephone 01333 422418.

19. Governing Law

19.1 These terms and conditions are governed in accordance with the laws of Scotland. By making a booking with us, you accept these terms and conditions.