Comhairle Ceantair an Iúir, Mhúrn agus an Dúin
Newry, Mourne and Down District Council

TERMS AND CONDITIONS

KILBRONEY CARAVAN PARK AND CAMPSITE, ROSTREVOR, COUNTY DOWN

IN MAKING A BOOKING YOU ARE AGREEING THAT YOU AND YOUR PARTY ACCEPT THESE TERMS AND CONDITIONS.

Definitions

In these Terms and Conditions, the following words shall have the following meanings unless the context otherwise requires:

"Council" Newry, Mourne and Down District Council of O'Hagan House, Monaghan Row, Newry, County Down.

"Customer" The person whose name is on the Booking Confirmation.

"Occupants" Any person whom the Customer has declared as an occupant at check in.

"Booking Confirmation" An email from Council confirming the booking details and attaching these Terms and Conditions and the Park Rules. The Booking Confirmation, these Terms and Conditions and Park Rules and Regulations form a contract between the Council and the Customer.

"Caravan Park" Kilbroney Park Caravan Park and Campsite, Rostrevor, County Down.

"Season" The period from St. Patrick's Day to Halloween in any given year.

"Business Travel" Travel undertaken for work or business purposes, as opposed to other types of travel, such as for leisure purposes or regularly commuting between one's home and workplace.

"Commercial Vehicles'' Any motorised vehicle other than a car or jeep.

"Visitors" Any person who is not a Customer or Occupant who enters the Caravan Park for the purpose of visiting the Customer or Occupants.

"Adult" Any person over the age of 18 years of age at the date of the Booking Confirmation

Booking Conditions

Council reserves the right to change these terms at any time. Any such changes will take effect immediately when posted on the booking website, at the site, or brought to your attention in another way.

Booking is online only. Subject to pitch availability bookings can be made at www.visitmournemountains.co.uk.

Payment must be made in full by credit / debit card at time of booking. Once full contact details have been obtained by Council and payment made in full, Council will send the Customer a Booking Confirmation provided that there is availability on the chosen dates and provided that the Customer has not been previously asked to leave the Caravan Park for whatever reason or has behaved in an unacceptable manner during a previous visit to the Caravan Park. Customers must

check their booking confirmation upon receipt and report any errors to Council as soon as possible. **The Customer must bring their Booking Confirmation with them on the day of arrival at the Caravan Park.**

Cancellations and Amendments

Cancellations - a minimum of 7 days' written notice (by letter or email), in advance of arrival date is required from anyone wishing to cancel their booking. If more than 7 days' notice is given, the booking may be rearranged to another available date within the season or alternatively a refund can be given minus £5.00 administration charge.

Cancellations within 7 days of customer's arrival date are not transferable or refundable unless in exceptional circumstances, such as a medical emergency (as defined by NI Direct Government Services – 'something that is, potentially, immediately life-threatening'), or a family bereavement (appropriate documentation e.g., a medical note must be forwarded in order to process the refund, minus £5.00 administration charge.)

Amendments – if more than **72 hours' written notice (by letter or email)** is given, the booking may be rearranged to another available date within the Season. **The alternative date is non-refundable** and must be confirmed prior to original arrival date. Requests to rearrange a booking within 72 hours of the Customer's arrival date or failure to arrive are not permitted.

Customers are advised to have insurance cover in the event of a cancellation. Refunds cannot be made for any amendments made to the booking on arrival or during your stay.

All refunds will be made to the card used to pay for the booking. If a booking was made 6 months prior to arrival, the refund will be made by way of a sterling cheque, made payable to the Customer and posted to the Customer's address provided at the time of booking.

If a Customer fails to arrive by 8pm on the day of arrival without prior explanation as to the reason for the late arrival, Council reserves the right to re-let the pitch and no refund will be provided, or a transfer offered. There will be no refunds or alternative dates given to Customers who depart early from the Caravan Park.

Council may cancel any booking at any time if they reasonably believe that the Health and Safety of the Customer, the Occupants, members of the public or Council staff could be at risk by permitting the Customer unto the Caravan Park.

Assignment

Customers must not sell, assign or sub–let their right to keep a caravan or tent in the Caravan Park. The booking is personal to the Customer.

Pitch Allocation

Please ensure to select the correct accommodation type from the drop-down menu when booking as failure to do so may affect your stay.

Serviced pitches – Pitch choice given at the time of the booking is subject to availability. Once a pitch has been booked there can be no reallocation. The pitch allocation must be adhered to on arrival, unless instructed otherwise by a Council Officer. Council reserves the right to change the pitch allocated as it sees fit. Council cannot guarantee that caravans booked in together will be allocated adjacent pitches in the Caravan Park. On serviced pitches where tents are permitted, customers must leave a minimum of 5 m between each adjoining pitch. Maximum 6 person tent

size permitted is 200sqft. Only 1 accommodation per booking permitted. No pup tents, WC tents, awnings, gazebos or windbreakers permitted.

Unserviced tent pitches – the online system will **not** allocate a tent location. On arrival, customers will select their own pitch space from within the designated tent areas. Customers must leave a minimum of 5 metres between each tent pitch. Maximum 6 persons per tent & maximum size is 200sqft. Only 1 tent per booking permitted. No pup tents, WC tents, awnings, gazebos or windbreakers permitted.

Duration of Stay

Customers are permitted to make a booking for a maximum of 14 nights.

Age Restrictions

Persons under the age of 18 years are not permitted in the Caravan Park unless they are accompanied by a responsible adult, who will remain at the Caravan Park for the duration of the stay and be responsible for the conduct of all occupants under the age of 18. If a Council Officer has reason to believe that any person unaccompanied by an adult is under the age of 18, they have the right to refuse admission unless that person can furnish satisfactory ID evidencing that they are over 18 years of age.

Party Size

No accommodation may be used for sleeping more than the number of people it was designed for and must not exceed the stipulated pitch size.

Arrivals

Arrival is welcome between the hours of **2pm and 8pm**.On the day prior to arrival all customers will receive a 4 digit code for access to vehicle barriers, amenity block and laundry rooms. Present booking confirmation to staff at carpark office. Please note check-in strictly 2pm to 8pm. Early arrivals please park in main carpark. Failure to arrive by 8pm without explanation may result in the re-letting of the pitch. In the event that a customer may not be in a position to arrive before 8pm they should notify the Caravan Park no later than 5pm to ascertain if arrangements can be made for late arrival. See contact details at the bottom of this form.

Only occupants and declared pets will be accommodated. All serviced pitch bookings must be set up in the correct pitch as indicated on the Booking Confirmation or by Council Staff. Before pitching up Customers must ensure that they have the correct pitch to avoid being asked to move.

Caravans/Motorhomes/Campervans & RVs

No caravan, motorhome, campervan, or RV shall be stationed on the site unless it is weatherproof, dry, clean and maintained internally and externally in a good state of repair.

Tents

The maximum permitted size is 200sqft. Pup tents are not permitted on site.

Trailer Tents, Folding Campers, Roof Tents and any other Wheel based accommodation cannot be accommodated within the tent area and must book a serviced pitch.

Within the tent area, unserviced tents are not allocated a specific pitch and Customers may select their chosen location on a first-come basis. There must be at least **5 meters** between each tent. Council reserves the right to request Customers to relocate their tents if it is felt that its location

may pose a health and safety hazard or impose on the privacy of other Customers. Council also reserves the right to request Customers to remove their tents if it is felt that it exceeds the maximum area permitted.

One car is permitted for each tent booking, to be parked along the road adjacent to the unserviced tent area. Any additional cars will be asked to park in the public carpark. Cars will **not** be permitted to park on the grass tent area.

User

The Caravan Park is a holiday caravan park and as such can't accommodate either tents or caravans for Business Travel.

Vehicles

For safe entry to the park, the maximum width of vehicles is 2.8 metres.

If your vehicle is over 3 metres high, please contact reception in advance in order to arrange alternative access into the Caravan Park.

No Commercial Vehicles or vans of any kind are permitted within the Caravan Park. If a Commercial Vehicle or van is used to tow a caravan they may drive to the pitch, unhook the Caravan and then park the vehicle in the adjacent public car park.

One car is permitted for each booking, any additional cars will be asked to park in the adjacent public carpark.

No vehicle shall at any time block or obstruct the access road which runs through the Caravan Park.

Learner drivers and motorised quads, scramblers or scooters are not permitted into the Caravan Park.

Visitors to the Caravan Park shall use the adjacent public car park, parking charges apply and walk to the Caravan Park. No visitor vehicles shall be permitted within the Caravan Park.

Except in the case of emergency no vehicles shall be driven on the Caravan Park roads between the hours of midnight and 7.00am.

Awnings

Subject to the following, awnings are permitted at no additional cost, however given the nature of the Caravan Park certain pitches may not be suitable for an awning.

The awnings must: -

- Not be used for sleeping accommodation.
- Not face or touch another awning.
- Not be any closer than 3 meters from an adjoining caravan or other structure.
- Not be made from combustible material.
- Not have any electric heaters.

Pets

A maximum of two well behaved dogs are permitted per pitch. **All dogs must be kept on a lead at all times**. If the dog is being tethered or kept on a lead outside of the caravan or tent the lead shall be **of a length which prohibits the dog from encroaching upon the neighbouring pitch or the road** within the Caravan Park. No dog shall be left tethered or on a long lead outside a caravan / tent, when the caravan or tent is unoccupied.

All dogs must be kept under control at all times. Dog owners must ensure that their pet does not cause an annoyance to other Customers, excessive barking will not be tolerated. If dog fouling occurs it must be cleared up immediately and placed in the bins provided. Pets are not permitted in the amenity block.

Children shall not be left in control of the family dog(s).

No other pets are permitted within the Caravan Park.

FIRES / BBQ

Open fires or fire pits of any description are **not permitted**.

Only purpose-built BBQs raised up off the ground are permitted as long as they do not cause annoyance to others. They must be freestanding, have a protective lid and a perimeter surround to prevent ash blowing.

Waste, Litter and Recycling

Customers and Occupants must place their rubbish in the bins provided and keep the bin areas clean and tidy. Recycling facilities are available at the Caravan Park. At every waste station throughout the Caravan Park there are three bin colours. The **GREEN** bin is for general waste which goes to landfill; the **BLUE** bin is for waste that can be recycled, and the **BROWN** bin is for food waste**.** All users MUST recycle all their recyclable waste and food waste. Items which can be recycled are paper and magazines, cardboard, empty aerosols, plastic bottles, aluminium and steel cans / boxes, glass bottles and jars, tetra pack cartons, plastic containers and trays and all the aforementioned items should be placed in the blue bin. No food should be left out for birds or other animals as this can encourage vermin and all food waste should be placed in the brown bin.

All chemical toilet waste must be emptied in the sluice facility which is located adjacent to the amenity block and never into onsite sinks or drains.

No waste material is to be stored under any caravan at any time.

Access to Kilbroney Park

Your booking confirmation allows you access to Kilbroney park during your stay. However, anyone visiting you will need to pay the standard daily parking charge for their vehicle and must park in the main public car park.

Visitors

Visitors are permitted to enter the Caravan Park but must park their vehicles in the main carpark and must not bring their vehicles into the Caravan Park. Car parking charges will apply. All visitors must leave the site by 9pm (public car park is locked at 6pm in March/October, 8pm in April/September and 9pm May to August). The Customer shall be responsible for the behaviour and conduct of their Visitors, which for the avoidance of doubt includes the Visitors of any of the Occupants. Council reserves the right to ask the Visitors to leave at any time.

Amenity Block

Access codes will be issued to customers prior to arrival date. This code is not to be given out to anyone not noted in the customer booking details. An Amenity block is provided for all users. Customers should leave the facilities in the way in which they would like to find them. Council may need to close a portion or the whole amenity block for cleaning or maintenance. When cleaning is in progress doors may be locked and signs erected. Toilets and showers are available in the Kilbroney Park Reception Block when cleaning is underway.

CCTV

For your information the Caravan Park is monitored by CCTV and is recording 24 hours per day.

Children

Parents or guardians are responsible for their children's actions and their safety at all times whilst in the Park. Children (all persons under 18) must not be left unattended in the Park and an adult must be with a Child or Children at all times. Parents or another Adult shall watch their children at all times and NOT allow them to play in or around the amenity block or to cause damage to any property.

Children (under 12) must be accompanied by a parent / guardian when using the amenity block and should be supervised by a responsible adult when using any facilities at Kilbroney Park.

In the interest of safety children must not be allowed to play in the Caravan Park roads or in the vicinity of the entrance barriers.

Children are not permitted under any circumstances to operate the entrance vehicular barrier.

Departure

All pitches **must** be vacated by **1pm**, otherwise an additional night's pitch fee may be charged.

Kilbroney Park Rules and Bye – Laws

The Caravan Park forms part of Kilbroney Park and is therefore subject to Bye Laws which effect Kilbroney Park. Customers, Occupants and their Visitors shall comply with the terms of the Bye Laws at all times.

Noise / Behaviour

Customers, Occupants and their Visitors shall show courtesy, respect and consideration at all times to other occupants. Excessive noise, bad language, unruly and intimidating behaviour will not be tolerated either directed at other occupants or Council officers.

Televisions, radios, musical instruments, sound systems and stereos shall be used considerately during the day and should not be audible outside of your caravan, motor home or tent between the hours of **11pm to 7am** when **no noise** will be permitted.

The Customer, Occupants or their Visitors shall not engage in any activity or behaviour which is immoral, offensive or illegal or which shall bring the Council into disrepute.

Fire Safety

It is illegal for Council's firefighting equipment to be used for any purpose other than the fighting of fires. A recharge fee applies to discharged fire extinguishers and individuals responsible may be banned from the Park. All caravans **must** be fitted with a fire extinguisher. In the event of a fire

Customers should immediately make their way to the assembly point at the Tennis Court. Customers should familiarise themselves with this location and ensure that all Occupants and Visitors are also aware.

Electricity

A power pedestal unit is provided at each hardstand. No alterations or extension to this installation may be made. If Council believes that the Customer has made or is attempting to alter the power pedestal unit then Council will disconnect the electricity supply.

If any power supply problems are experienced the Customer can contact a staff member on site, email kilbroney.park@nmandd.org or call 0330 137 4046 (NMDDC Visitor Services). The Council shall not be liable for the failure of or loss or damage arising from electricity failure. Council have the right to interrupt the electricity supply to a Customer for the maintenance and repair of equipment or electricity supply or to limit the amperage of the electricial current to the power unit.

Water Supplies

Water must not be wasted. No hose pipes may be used inside or outside any caravans, motor homes or attached to standpipes. In the event of a leak please contact a staff member on site, email kilbroney.park@nmandd.org or call 0330 137 4046 (NMDDC Visitor services).

Smoking

All buildings in the park are non–smoking amenities. Cigarette ends should be extinguished and disposed of in the bins provided. Smoking in any Council owned building may result in Council taking formal action.

Alcohol

No Alcohol should be consumed in public areas (only in the privacy of your tent / caravan). Any breach may result in Council taking formal action.

Illegal substances / Offensive Weapons

No illegal substances or offensive weapons may be brought into the Caravan Park. If illegal substances or offensive weapons are discovered, then the Police will be requested to deal with the matter immediately.

Use of Sites

All equipment, such as gas and electrical appliances, vehicles, camping gear etc. supplied or used by the Customer must comply with Government regulations and all safety requirements. No caravan / tent may bear any form of advert, drawing poster or slogan other than the manufacturer's name plates or transfers. Customers must keep their pitch and facilities in a clean and tidy condition during their stay and leave the pitch and facilities in the condition in which they would like to find them.

Damage to the Park

The Customer shall be responsible for the actions of themselves, their Occupants or Visitors if they are found defacing or causing damage to any buildings, equipment or property at the Caravan Park whether owned by Council or otherwise and the Customer and their Occupants will be asked to leave immediately. The Customer will be asked to pay for any damage, breakages or

loss to any buildings, equipment or property in Kilbroney Park and or the Caravan Park whether the said damages, breakages or loss are caused by them, their Occupants or their Visitors.

Loss, Damage and Injury

Vehicles, tents, caravans and their accessories and contents are left at the Customers own risk. Council and its staff and agents shall not be liable for the loss or theft of, or damage to, any property whilst they remain at the Caravan Park nor for any injury, accident or mishap to any person in the Caravan Park unless the same is caused by the negligence or default on the part of Council or its employees. Customers must ensure that their property is secure and fully insured for any unforeseen eventuality. Vehicles left in Council's adjoining public car park at Kilbroney Park are also left at the Customers own risk.

Reporting of Accidents and Emergencies

Customers should report immediately to the Caravan Park Office any injury occurring to them, their Occupants or their Visitors, within the Caravan Park or where property damage has occurred. Details will be documented on an accident and incident report form.

Caravan Park Rules

A copy of these Terms and Conditions and the Caravan Park Rules and Regulations are supplied with the Booking Confirmation and the Customer is deemed to have read these Terms and Conditions and the Caravan Park Rules and Regulations and will be deemed to have accepted them. The Customer is responsible for the conduct of their Occupants and their Visitors and shall ensure that they abide by these Terms and Conditions and the Caravan Park Rules and Regulations. Failure to comply with these Terms and Conditions or the Caravan Park Rules and Regulations will result in the one or more of the following actions being taken: -

- Verbal warning from Council staff.
- Formal written notice to leave the site.
- Refusal of future bookings.
- Formal report to PSNI.

The action or actions taken will reflect the nature and severity of an incident and whether the Customer has been spoken to previously and may not be carried out in the order above. Anyone requested to leave will not receive a refund and shall leave the Caravan Park immediately. Failure to remove your caravan / motor home or tent will entitle the Council to remove / store any such items and the Customer will be responsible for the costs of such removal including any legal costs and storage costs to Council. Council shall not be responsible for any injury damage or loss caused to any such item or its contents during its removal and storage.

Prices and Payment

All published prices are in pounds sterling, include VAT and are subject to change without prior notification.

Customer complaints, comments and compliments

Council has a Complaints, Comments and Compliments Policy, a copy of which can be provided upon request. Details of how to make a Complaint, Comment or Compliment are set out in the Policy.

CONTACT DETAILS

Kilbroney Caravan Park, 60 D Shore Road, Rostrevor, Co Down, BT34 3AA

Tel: 0330 137 4046 (Visitor Services)
E-mail: kilbroney.park@nmandd.org