

TERMS & CONDITIONS BURROW HOLIDAY PARK APARTMENTS

Our Agreement with you

A contract (our agreement between you and Burrow Holiday Park (Rosslare) Limited herein referred to as "Burrow Holiday Park") is formed when we receive the required payment and you have received the confirmation by email. If you do not receive a confirmation within 24 hours, please contact us on reservations@burrowpark.com (the package of your terms and conditions, your party and the details of your stay are herein called your "Booking").

Please read this agreement prior to making your Booking to stay at Burrow Holiday Park ["the Park"]. Note that you must be over 21 to make a Booking.

Our agreement with you binds you, (the person named on the confirmation), and all of the members of your party, including children, and you are responsible and liable if they fail to comply with the terms of your agreement with us. All members of your party must be made aware by you of, and are deemed to accept all of the terms of this agreement. Our agreement continues until your stay has ended and all members of your party have left the Park.

Burrow Holiday Park reserves the right to obtain the name, date of birth, address and gender of each member of your party before confirming your Booking or at any time thereafter. You (the party entering into this Agreement with Burrow Holiday Park) must be a member of your party unless otherwise agreed in writing with Burrow Holiday Park. Failure to furnish us with full details of the makeup of your party before your arrival may result in access to your apartment being delayed or denied, we may ask for identification on arrival. Burrow Holiday Park's aim is to maintaining a safe and secure environment at the Park, for all present staff and guests alike, at all times.

Payment Terms

1. Your Booking requires payment in full to secure your Booking. You can book and reserve your stay on our Booking page at www.burrowpark.com.
2. Payment confirmation will be confirmed to you by email. Please check the details on the confirmation carefully. If any of the details of your Booking are incorrect, particularly the dates, apartment type, addresses or phone numbers, then you must inform us as soon as possible.
3. Regardless of fluctuations in our pricing rates or structures the price specified on your Booking confirmation will stand.
4. By making a Booking with us you agree that we have the right, either during or after your stay, to recover from you, whether via the credit or debit card used to pay for the break or otherwise, the costs of: Any property or accommodation damage, and/or Any compensation we must pay to any third parties on account of breaches by you of your Booking terms, and/or any other costs, fees or levies which we may incur, resulting from any acts or omissions you or any member of your party in breach of the terms of your agreement with us.

Cancellation Policy

1. You can cancel your Booking at any time, however please note carefully. If you cancel more than 6 weeks before your stay is due to commence then a non-refundable administrative charge of €75 will apply; if you cancel less than 6 weeks before your stay is due to commence then a non-refundable administrative fee of €200 will apply. The remaining balance you paid to us will be refunded to your account within 7 days of your cancellation and you will receive an email confirmation of this refund; if you cancel your Booking less than two weeks' before your stay is due to commence then **no refund will be made and the full fee for your stay will apply**.
2. If you/ your party are prevented from taking your break for any reason please contact us on info@burrowpark.com. You may not, under any circumstances, transfer or assign your Booking to another party without our consent. We reserve the right to refuse consent to a transfer or assignment at our sole discretion.
3. In the event that the majority or your party cannot take up your Booking due a Government Covid19 directive in force at the time your Booking is due to commence then any payment made by you will be refunded in full.

4. You can change your party details up to 4 weeks or more before your arrival date. Each change is subject to availability and a fee cover any associated administration costs for us in amended your Booking details.
5. Burrow Holiday Park reserves the right, to refuse to confirm any reservation e.g. where we have indicated to you or any of your party at any time that we will not accept a Booking from you or accept your presence on our Park. Burrow Holiday Park reserves the right at our sole discretion to cancel any Booking you may have made or refuse to allow you to enter the Park. In this event we will refund any payment made but will not pay any compensation. We have the right to cancel your Booking, or to instruct you or your party to leave the Park immediately, without compensation or refund, should you or any of your party breach or fail to comply with the terms of this agreement, particularly those terms relating to behaviour and conduct.
6. To cancel your break, please email reservations@burrowpark.com and quote your Booking reference number.

Events beyond the reasonable control of Burrow Holiday Park

1. The Park shall not be liable in the event of the Park, or any facility on the Park, having to be closed for any good and substantial reason, or the failure or breakdown of any of the services on the Park, howsoever caused. In the event of such closure, breakdown or failure the Park will take all reasonable steps to re-open any such closed buildings and to rectify any failure or breakdown of any such services as quickly as is practicable.
2. Burrow Holiday Park accepts no responsibility to pay compensation if we cancel or change your Booking in any way because of events beyond our control. Neither can we accept any liability for any injury, loss or damage you suffer because of events beyond our control. Events beyond our control include, but are not limited to: fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics and pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and unavoidable technical problems with transport. In the event of adverse weather, your Booking will only be refunded if the Park is closed. If you cannot travel to honour your Booking at your chosen the Park due to unsafe weather conditions then we will endeavour to amend your Booking to an alternative date, but refunds will not be provided if there is no alternative available for you. If your amended Booking is more expensive then you will be required to pay any additional cost in order to avail of it.
3. In exceptional circumstances, we may need to cancel your Booking. If this occurs we will advise you as soon as possible and offer one of the below options.
 - a. A replacement break to the same value as the one you booked. If your new break is more expensive, you will be required to pay any additional cost. If your new break is less expensive, we will refund the difference.
 - b. When we issue you with a refund or any other type of repayment then we will, where possible, refund your money using the same payment method by which you made your original payment. In all cases, except personal injury or death, our maximum liability to you for the total of all claims arising Burrow Holiday Park arising out of your Booking with us is limited to the cost of your Booking less any insurance, cancellation, amendment or separate charges.

4. Refunds, Credit or Debit Card payments will be refunded via the same card number, less any non-refundable deposit and any other non-refundable amounts. Cheque refunds will be made to the person named on your your Booking confirmation.
5. All personal information we collect and hold about you and members of your party will be used in accordance with our privacy policy, available on our website, and all applicable GDP Regulations. CCTV is used on the Park for safety and prevention of crime reasons and in accordance with our privacy policy and all applicable GDP Regulations.

6. Whilst we shall use our best endeavours to ensure that our website is accurate, all images on our website and in other promotional material, are for illustrative purposes only. Please read the accommodation specific information applicable to your Booking carefully.
7. In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party and the Chartered Institute of Arbitrators – Irish Branch, demand mediation under the Mediation Rules of the Chartered Institute of Arbitrators – Irish Branch. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration administered by the Chartered Institute of Arbitrators – Irish Branch in accordance with its Arbitration Rules relevant to such a dispute. The number of such Arbitrators, where applicable, shall be one. The Place of consultation, Mediation or Arbitration, as the case may be shall be Wexford Town (or by remote link where agreeable to both parties) and the language of the any such consultation, Mediation or Arbitration shall be English. The applicable law shall be the Laws of Ireland.
8. Your Booking is a Licence only and shall not create the relationship of Landlord and Tenant between us in relation to your Booking.
9. Should any part of our agreement be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect. The headings in this agreement are included for convenience only and shall not affect its interpretation or construction.

What is included in your Booking

1. Use of your accommodation for the maximum number of guests we indicate.
2. Services indicated as being included at the time of Booking.
3. Use of the playground area, multisport pitch, basketball court and tennis court adjacent to the apartment building.

Group Bookings

1. Where a party or a Booking consists of one or more apartments and includes members from an organisation/business or similar or those benefiting from activities organised by third parties, for example, charities, councils and the like, you must provide the following before we can confirm your Booking; The name and type of organisation/institution etc. (if applicable); Any other information we may reasonably require.
2. In order to preserve our family environment, we do not permit "stag/hen" parties nor adult fancy dress on the Park. If a Booking of such a group is made under false pretences Burrow Holiday Park reserves the right to cancel the Booking upon arrival.

Arrival

1. Check In time is from 4pm to 8pm.
2. Upon arrival you must check in at reception located in the main building on entering to the Park.
3. Covid 19 Forms must be completed on check-in for all members of your group. You will be provided with a copy of our Park Rules on arrival to sign, an access fob to the site and your apartment keys.
4. Your accommodation will be available from approximately 3pm.



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5. No more than two cars are permitted per apartment with restrictions on access and parking arrangements for larger vehicles at the Park.

Departure

1. You must vacate your accommodation by 10am on your day of departure.
2. Please return your keys and Park access fob to reception by 10am.

Accommodation

1. You must use your accommodation and its contents with care and leave it in a clean and tidy condition on departure. Where excessive cleaning is required additional costs will be incurred.
2. We reserve the right to charge you for any extra cleaning, missing items or damage. We reserve the right to enter your accommodation at any time for any reasonable purpose, for example, to make checks, maintenance work or housekeeping.
3. The members of your party and the allocation of guests in each accommodation unit must remain the same for the whole of your stay. The maximum number of guests in each accommodation type (as stated on our website) must not be exceeded. Where this is the case, we reserve the right to cancel your stay immediately and no refund will be applicable.
4. Wireless internet access is not guaranteed and is provided subject to third party terms and conditions which are available when accessing the system. The facility is not subject to any particular security, and only has limited filtering measures and requires continuous parental supervision when used by children. We reserve the right to disclose your name and address to our internet service provider if we discover that you or a member of your party illegally downloaded content from the internet or otherwise engaged in unlawful activity whilst using this facility.

Facilities and Activities

1. Activities that take place outdoors are provided subject to appropriate weather conditions prevailing at the time the activity is to take place. We will not pay compensation where facilities/activities are unavailable or fully booked.
2. The general activity conditions, this agreement, our Safety Information and any special conditions we make known to you apply to any facilities and activities you book and must be complied with. These will be detailed when Booking or before the activity.
3. You must ensure that any activity or facility selected by any member of your party is suitable for those who are taking part.

Child Protection

1. It is our policy to investigate any incident or allegation of concern, or assist any proper enquiries about a child staying at the Park and to refer the matter to an appropriate external organisation should we consider it necessary/appropriate. A copy of our Safeguarding policy statement is available on request.

Special Requirements & Disabilities

1. Our Whitehaven apartment on the ground floor is wheelchair accessible and can accommodate people with restricted mobility. Please insure that our accommodation meets your requirements prior to confirming your booking.

2. Where the administration of medicine is required during the stay which involves sharps disposal and/or clinical waste you are responsible for the safe disposal of same.

Medical Information

1. You should inform us immediately if, within 4 weeks prior to your arrival date or during your break, any member of your party has, or develops, an infectious or contagious medical condition. If so, we have the right to: Refuse to accept your Booking; or Cancel your break; or Ask any member of your party to refrain from taking part in certain activities; or Ask any member of your party to leave the Park immediately, should we, at our discretion consider it necessary to protect the health of other guests, staff or the general public.
2. You should also advise our office of any other special medical circumstances by emailing reservations@burrowpark.com, such as a member of your party being terminally ill. Such information will be treated sensitively.

Security of your property

1. Your personal belongings are your responsibility during your stay at Burrow Holiday Park including vehicles parked on our property.
2. If you choose to bring a bicycle we strongly recommend that you obtain adequate insurance for it.
3. We accept no liability for any accident, loss or damage to your property unless such loss, damage or accident is demonstrably due to our negligence.

Park Maintenance

As we continually improve our facilities on the Park you may find that:

- New facilities are on offer;
- Listed facilities are temporarily closed for maintenance and/or improvement;-- Some facilities have been altered, replaced or closed;
- There is development or refurbishment work going on in certain areas of the Park.

Whilst we take steps to reduce the impact of such works, you may experience noise and visual disturbance. Where maintenance work or housekeeping tasks are undertaken in and around your accommodation during your stay, any inconvenience will be minimised.

Safety

1. You are required to follow any safety advice provided to you. Take particular care not to do anything which might cause a fire - dispose of cigarettes and barbecues responsibly.
2. Fireworks may not be brought onto or used on our Park.
3. Do not enter or attempt to use any facility that is closed.
4. At all times please give way to pedestrians and cyclists, and stay within the 10km/h speed limit. Please use great care when driving and drive dead slow through the holiday park at all times.
5. All vehicles should be parked in specified areas. Vehicular access is required for emergency services and Burrow Holiday maintenance vehicles. We will not be liable for any damage caused to your vehicle if it is not parked in a specified area and it obstructs an emergency service vehicle.

No-Smoking Policy

Smoking (including e-cigarettes and vaping) is not permitted in any buildings (including apartments).

Dangerous Items

No shotgun, knife, powered speargun, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or similar item may be brought onto the Park under any circumstances by you or anyone in your party.

Photography

Only non-intrusive photography of your own party and friends is permitted in our park and particularly in the play areas. You may not carry out photography for commercial purposes, publication or similar purposes in any part of our holiday park.

Dog & Pets

You are not permitted to bring any dogs or other pets to the holiday Park during your stay. We reserve the right to cancel your booking immediately without refund should any breach of this term arise.

Contact Details

Should you require any assistance during your stay please contact a member of staff by calling to the park reception or email reservations@burrowpark.com. We aim to give prompt assistance to you if you are in difficulty and aim to respond promptly to any concerns you raise so that you can continue to enjoy your stay with us. Please note that we are not responsible for any matter which you did not bring to our attention during your stay with us. Any reported matter which has not been resolved during your stay with us should be advised in writing to Burrow Holiday Park, Rosslare, Co. Wexford or by email to: reservations@burrowpark.com within 28 days of the end of your break to enable us to follow it up effectively. In such cases, we will only correspond with the person named on the Booking. We will not enter into further correspondence on any matter resolved during your break and accepted as such by you.

