



## Terms and Conditions – Updated 1<sup>st</sup> March 2021

### General

1. **THESE TERMS AND CONDITIONS FORM A CONTRACT BETWEEN YOU AND US AND SET OUT THE LEGAL BASIS FOR YOUR STAY AT DRUMMOHR HOLIDAY PARK (“DRUMMOHR”). YOUR PAYMENT OF THE DEPOSIT IS YOUR UNCONDITIONAL AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU WILL BE UNABLE TO STAY WITH US AND YOU SHOULD CONTACT US IMMEDIATELY ON 0131 665 6867.**
2. **THE SITE RULES FORM PART OF THIS CONTRACT.** These will be provided to you upon booking and can be found on our website [www.drummohr.org](http://www.drummohr.org).

If we change the Site Rules between the date of your booking and the date of your arrival, and if you are not willing to accept the changes, then you can cancel your booking and we will give you a full refund.

If you are in breach of these terms and conditions; or if you or anyone in your group break the Site Rules, in particular our Noise policy, then we may reluctantly ask your group to leave Drummohr. If we do this, then we will not refund either your Deposit or your Final Payment and you and your group must leave Drummohr immediately. If this happens, we will have no liability to you for any costs which you incur as a result of the early termination of this contract. For example, we will not be liable to reimburse you for the cost of finding alternative accommodation and/or transportation costs. Nor will we be liable to compensate you for any disappointment or other similar emotions which you may feel.

3. In these terms and conditions:

**“we”, “our”, “us”** and similar words mean WCF Ltd (company number 02263148) T/A Drummohr, located at Levenhall, Musselburgh, Edinburgh, East Lothian, EH21 8JS, whose registered office is at Crawhall, Brampton, Cumbria, CA8 1TN;

**“you”, “your”** and similar words means the person making the booking for accommodation at Drummohr;

**“Deposit”** means the amount you pay to us when you make your booking, which is normally the cost of the first night’s accommodation. The purpose of this payment is to reserve your accommodation at Drummohr. Please ensure that you have appropriate holiday insurance cover for cancellations;

**“Noise Cash Bond”** means £50 payable to us on arrival if you have booked more than three units together. The Noise Cash Bond will be returned to you at the end of your booking, provided that there has been no unreasonable noise from the units you have booked. On our on-line booking page:

<https://bookings.drummohr.org/>

we make it clear that we do not accept bookings of more than three units together except by prior arrangement directly with us. If separate bookings are made online for a total of more than three units and it turns out that in fact all the bookings are for the same group of people, then you may be requested to pay us a £50 per unit noise cash bond on arrival at Drummohr and we cannot guarantee that you will all be located together;

**"Final Payment"** means the balance of your payment to Us for your accommodation. The Final Payment must be paid not less than 6 weeks before the date of your planned arrival if you are staying in one of our lodges and 4 weeks prior for our touring and glamping pitches;

**"Parties"** means mixed groups aged under 25 or groups of eight or more people staying on one or more units at Drummohr for purpose of celebrating an event. For example, single sex, stag or hen parties. Drummohr is a family/couple site and is not suitable for Parties. We reserve the right to ask Parties to leave Drummohr. If this happens then no refund will be given.

4. **Booking Alterations** – these cannot be made without our agreement. We will try to accept small changes in accommodation type or group members when reasonably possible.
5. **Additional Needs** - Guests with additional needs and requirements are welcome, we request that you contact us in advance before you book on 0131 665 6867 to ensure that we have suitable accommodation for you. Some accommodation may not be suitable for holidaymakers with wheelchairs or mobility difficulties and there is a large amount of gravel on site. If you don't tell us your additional needs prior to booking, we can't be held responsible if you book something that is not suitable. We will try to accommodate any additional needs or requirements but can't guarantee to always be able to.
6. **Cancellation by Us** - Very occasionally, we may have to cancel your booking. If we have to do so we will tell you as soon as possible and you can choose either to have a full refund, or accept any alternative arrangements offered to you, or book another holiday with us at the current price. We will have no further liability to you for this.
7. **Cancellation as a result of Covid-19 Government Restrictions** – We are committed to keeping our guests and our employees safe and ask you not to book if the law prevents you from visiting or staying with us, or if Government guidance means you should not visit or stay with us even if you are not legally prohibited from doing so. There may also be circumstances in which we are required to close the site or need to cancel your holiday. Either of us have the right to cancel your holiday, or any full unused days, if the law prevents you from staying with us, or completing your holiday or if current Government guidance is such that to travel would be unwise. If your holiday has not started, then we will seek your agreement to move your booking to a later date or refund your booking in full. If your holiday has started, then we will refund in full any days unused.
8. **Cancellation by You** – We would like our guests to be able to book with us with confidence. If you are unable to travel for any reason, where possible, and with your agreement, we will re-schedule your booking subject to availability. If you cancel your booking for any reason more than one week before the date of your planned arrival and we are unable to re-schedule, we will refund any payments made including your Deposit and Final Payment. If you cancel your Booking less than one week before the date of your planned arrival (for any reason that is not Covid-19 related), we will seek to re-schedule, however if this is not possible neither your Deposit nor your Final Payment will be refundable.

9. If you choose to leave Drummohr before your scheduled date and time for departure for any reason other than Covid-19 Government restrictions, no refund will be given. This includes if you leave because the weather is bad.
10. **Changes to our amenities and services** – Whilst we will always try to have all our facilities available to the extent we reasonably can, we may make reasonable changes to the amenities, facilities and services at the site provided these changes do not materially reduce their quality. Our changes may reflect changes in relevant laws and regulatory requirements or implement minor technical adjustments and improvements to address specific areas of Health and Safety. This may involve the temporary closure of our children's playground. All facilities advertised on our website are subject to availability and may not always be available during your stay. Where possible, we will inform guests of such changes in advance of their booking. Where we have been unable to inform guests in advance of their booking and where such changes materially reduce the quality of our amenities and services, we will give you the choice to re-schedule or cancel your booking, in which case you will receive a full refund of any Deposit or Final Payment made.
11. Well-behaved dogs are welcome at Drummohr (no dangerous breeds) but must be kept on a short lead and under control at all times. Maximum 2 dogs on a pitch or maximum 1 in the Holiday Lodges or the Bothies. Dogs are not allowed in the Bothy Double Deluxe, Bothy Double Plus, Hexi or Octo Lodges. You must ensure that you always immediately clean up after your dog using the dog waste bins provided and be considerate to the needs of others. Please do not allow your dog to foul the grassed areas of the site. Dogs should not be left unattended either inside the accommodation or in your pitch as they may become distressed or a nuisance to other guests. Please do not allow your dogs into any beds or furniture within our accommodation. There is a dog walking area around the North edge of the site, dogs must still be on a lead and you must clean up after your dog in this area.
12. Walls, trees and fences must not be climbed up, on or over.
13. The children's playground must not be used before 9am or after 9pm or dusk in the Winter months. Please note the playground is not locked. You are responsible for children in your group at all times when they are at Drummohr, including when they are on the playground. Please ensure they are supervised and respect the privacy of other guests in the adjoining pitches.
14. We do not provide any supervision at the playground and by allowing your children to use the playground, you are agreeing that you will continue to supervise them and to take responsibility for their behaviour whilst in the playground.
15. We do not provide any supervision of the hot tubs at Drummohr. You use the hot tub at your own risk and you are responsible for the safety of you and your group when using the hot tub.
16. We are not responsible for your property whilst it is at Drummohr. We will not be liable to you for any loss or damage to your property howsoever it is caused unless it is caused by our deliberate or negligent act.
17. You must not sublet your accommodation or any part of it during your stay or transfer your booking to anyone else.
18. We will give the keys to your accommodation to you at the beginning of your stay and collect the keys at the end of your stay.

19. You must leave the accommodation in a clean and tidy condition at the end of your stay.
20. You agree to adhere to any Covid-19 guidelines displayed around the site or provided to you in advance of your visit to protect the health, safety and welfare of yourself, fellow guests and our site wardens.
21. Any faults damage or breakages must be reported as soon as possible to us and you must pay the cost of any damage or breakages caused by you or your group.
22. We retain the right to enter the holiday accommodation at any time.
23. No open fires allowed. Firepits can be hired from Reception but you must not bring your own. BBQ's are available for hire from Reception and must only be used off the ground on the slabs provided and well away from benches, Bothies, Lodges, decking or tents and must be of an approved type that is fit for purpose. All our accommodation is non-smoking and smoking and use of E-cigarettes are not permitted in any accommodation.
24. The use of generators is not permitted at any time.
25. Wi-Fi speeds at Drummohr can vary and sometimes there is no access at all. We do not guarantee that Wi-Fi will be available at all times during your stay and we do not accept any liability to you for any losses which may be caused by there being either no or inadequate Wi-Fi during your stay for whatever reason.
26. The total number in your group (including children and babies) must not exceed the maximum capacity of the accommodation or pitch. There is a maximum of 4 adults allowed in any accommodation at any time.
27. We do not accept bookings from or allow anyone to stay who is listed on the Violent and Sex Offenders Register.
28. Behaviour that is inappropriate, disruptive, noisy, offensive or likely to cause any harm or upset to other guests, staff or property will not be tolerated. If you are found to be disturbing other guests, we will ask you to leave immediately and no refund will be given. We do not allow music on site at any time.
29. **Our liability to you.** Nothing in these terms and conditions is intended to limit or exclude any liability which we may have to you for death or personal injury.

### **Caravans, Motorhomes and Camping**

30. Whilst we will endeavour to allocate you the pitch of your choice, this is not guaranteed, and acceptance of your booking is not conditional on the allocation of a particular pitch.
31. Caravan & Camping arrival is from 1pm. If you are going to arrive later than 9pm please let us know so that there is somebody available in advance to welcome you. We do not accept arrivals after 9pm to avoid disturbing other guests. Pitches must be vacated by noon. You are welcome to stay longer if we can accommodate you and a small charge may be applicable, please ask us. If you wish to extend your stay, please let us know however we cannot guarantee you the same pitch.
32. The maximum occupancy of a tent/caravan pitch should not exceed the stated numbers for that type of tent, motorhome or caravan.
33. Please let us know the size of your unit including any awning at the time of booking to ensure that we book you on an appropriately sized pitch. We accept no liability if you

subsequently alter your requirements and we are unable to accommodate you with an appropriately sized pitch.

34. We do not allow gazebos on site.
35. The motor home service point should not be used between 8pm and 8am.

Visitors are welcome. Please report to reception upon arrival to ensure that for safety and security reasons we know who is on site at any time. Space restrictions mean that we can only allow one additional vehicle per pitch for visitors. Please note there is no visitors car park.

### **Lodges**

36. The Lodges are no-smoking accommodation. No smoking or vaping is permitted anywhere inside the Lodges, including on the decking areas.
37. Maximum 1 dog allowed in the Holiday Lodges.
38. Check in time is 4pm onwards and must be vacated by 9am on the day of your departure. If you are going to arrive later than 9pm please let us know so that there is somebody available in advance to welcome you. We do not accept arrivals after 9pm to avoid disturbing other guests.
39. To prevent noise disturbance to fellow guests, hot tubs should not be used after 10.00pm.
40. The 3-bedroom Lodges are designed to accommodate six people. This includes a maximum of four adults. These limits must not be exceeded and if they are, we reserve the right to ask guests to leave at any time, in which case no refund will be given.
41. Whilst we will endeavour to allocate you the Lodge of your choice, this is not guaranteed and acceptance of your booking is not conditional on the allocation of a particular Lodge however you will always be allocated a Lodge of similar or higher standard to the one booked.

### **Bothies, Hexi and Octo lodges**

42. Arrival time for the Bothies, Hexi and Octo lodges is from 2pm. If you are going to arrive later than 9pm please let us know so that there is somebody available in advance to welcome you. We do not accept arrivals after 9pm to avoid disturbing other guests. Bothies, Hexi and Octo lodges must be vacated by 11am on the day of your departure.
43. Please remember to bring your own crockery, bedding, towels and pillows unless you have booked a Deluxe Bothy.
44. Our Bothies are designed to accommodate a maximum of four people depending on the individual Bothy specification highlighted on our website. This limit must not be exceeded and if they are, we reserve the right to ask guests to leave at any time, in which case no refund will be given.
45. Our Octo lodges are designed to accommodate a maximum of one person and our Hexi lodges a maximum of four people depending on the individual lodge specification highlighted on our website (some Hexi lodges only accommodate 2 people so please ensure you book the correct accommodation for your needs). This limit must not be exceeded and if they are, we reserve the right to ask guests to leave at any time, in which case no refund will be given.

46. Whilst we will endeavour to allocate you the Bothy, Hexi or Octo lodge of your choice, this is not guaranteed. Acceptance of your booking is not conditional on the allocation of a particular Bothy, Hexi or Octo lodge.

### **Hot Tubs**

47. Use of our hot tubs is subject to your acceptance of the terms and conditions of safe use outlined in our safety information which is provided to you at the time of booking and located at the hot tub. Please take care when opening and closing the lid to avoid damage.
48. The hot tubs are for the use of the accommodation occupants only. The maximum occupancy of the hot tub (generally no more than 5) must never be exceeded.
49. Absolutely no glass to be taken into the hot tubs. Plastic glasses only.
50. The tubs should be vacated by 10pm to avoid noise nuisance and for the safety of guests.
51. A charge may be applied for any damage or excessive cleaning.
52. No children under 5 are to use the hot tub and children under 14 must be accompanied by an adult at all times.