

Camping New Forest General Terms and Conditions

How These Terms and Conditions Apply to Our Contract:

We consider these Terms and conditions (the "Terms") and our prices to set out the entire agreement between you and us for the supply of our services to you. Only these Terms shall apply to our contract with you.

Please check that the details in these Terms and conditions and your Booking Request are complete and accurate before you commit yourself to the contract.

If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we can only accept responsibility for statements and representations made in writing by our authorised employees and agents.

Please ensure that you read and understand these Terms before you submit your Booking Request. You may only request a booking if you agree to these Terms. By submitting a Booking Request by any means of communication, you are deemed to have accepted these Terms. This does not affect your statutory rights as a consumer.

Camping in the New Forest Limited, trading as Camping New Forest (referred to as "CNF/we/our/us") sells camping and caravanning holidays via www.campinginthenewforest.com (the "Website"), via its call centre, via email requests, via postal requests and takes bookings direct at the Camping New Forest Sites (the "Site(s)/Campsite(s)"). Any person wishing to make a booking via any of these methods (referred to as "you/your") acknowledges that such booking is made subject to these Terms.

We reserve the right to modify or update these Terms and Conditions at any time. Any such changes will take effect immediately when posted on our Website, in the brochure, at the Sites, or otherwise brought to your attention. It is your responsibility to review these Terms periodically for changes and read the Terms each time you submit a Booking Request. Any such request and/or continued use of our services after any modifications to these Terms shall signify that you have consented to the changes. A copy of the most recent set of Terms is available on the Website and upon request.

In addition to these Terms, there may be specific rules and regulations that apply to individual Sites. Please contact the relevant Site Manager in advance of your arrival if you require further details of any Site-specific rules and regulations.

Making a Booking:

You can either book online, via our Contact Centre or direct with the Site. Please have details of all party members when making a booking. Please check your confirmation as Camping New Forest cannot be held responsible for errors in information provided at the time of booking.

When making a booking you agree that you or at least one member of your party is eighteen (18) years or over (or twenty-one (21) at Holmsley Campsite), you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions, and you agree to be responsible for any loss or damage caused by any member of your party or animal accompanying you.

Under 18's must be accompanied by their parents or legal guardians, or if with another adult, provide a letter of consent detailing the permissions given, contact details and any other relevant information, e.g. medical.

All of our Campsites welcome adults, children and infants, except Longbeech, which is adults only. Bookings with children will not be possible on this Site and only adults will be permitted to visit.

Advance bookings may be subject to minimum stays. These vary by Site and by season, please refer



to our website for further details.

A security bond of £50.00 per pitch for groups of three units or more may be requested upon arrival, at the Site Manager's discretion. Refusal to pay the bond may mean the booking is cancelled and money refunded less deposit. The payment will remain pending until a day after departure, when it will be released or retained because, in the opinion of the Site Manager, you have displayed unreasonable behaviour (this includes but is not limited to, excessive noise, wilful damage to the Site or other people's property and abuse of our staff).

For groups, the names of all the adults in the party need to be provided at the time of booking. Failure to provide all the names may lead to the booking being cancelled or the Site Manager refusing entry to the Site.

Group bookings of over five units must be booked directly with the Campsite, or with the call centre and are subject to availability and conditional use.

On all our Sites, the maximum stay allowed is 21 days, after which time your pitch must be vacated for an interval of at least 3 nights before you can return to the same Site.

All Sites are to be used for recreational camping only.

Prices:

The prices advertised are accurate at the time of booking. Although prices may vary from time-to-time, the price payable is the price confirmed at the time of booking. Camping New Forest reserves the right to increase or decrease prices. Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time. Customers are advised to check our website, social media accounts and newsletters for the most up to date information including our latest promotions, deals and discounts.

The prices are based on a nightly rate unless otherwise stated. Prices include VAT at the current prevailing rate.

Prices do not include any additional services, features and facilities unless expressly stated.

Pitch prices includes up to two adults and two children aged 6-17 years old. Extra adults and children can be added to your booking up to a maximum of six people on one pitch. Children aged five years old and under stay for free, however they do count as part of the party for all other purposes. For parties larger than six people, multiple pitches must be booked.

Promotions, deals, or discounted offers are provided at the discretion of Camping New Forest. All offers are subject to availability, cannot be used in conjunction with any other offer or discount and may be withdrawn at any time. Retrospective refunds are not permitted against any offer or promotion advertised, therefore If the price of a holiday is discounted after your booking has been made, you will not be entitled to any form of refund in regard to the difference in price.

Payment:

Payment for bookings must be made by Credit or Debit Card. Unfortunately, we cannot accept payment by cheque or cash in advance or on-Site.

A non-refundable deposit of 25% of the total price or £20.00, whichever is higher, is due at the time of booking with the remainder due 14 days before arrival. If the total price is less than £20.00, the full amount must be paid.

Bookings not fully paid by the due date may be cancelled by CNF, with all monies retained. It is your responsibility to make payment using the link or phone numbers provided.



All Sites accept Credit, Debit and Travel Cards that display a Visa or MasterCard logo (with the exception of American Express Cards). Camping New Forest Campsites do not accept cash.

Services, Features and Facilities:

Site services, features and facilities may vary between Sites. Details of Site services, features and facilities will be prominently displayed on the Website and in and around the reception area of each Site. Features, facilities, or services referred to in any Brochure, Site Leaflet or on the Website are subject to availability and may be supplied by third parties. You use these services, features and facilities at your own risk and Camping New Forest shall have no responsibility for loss, damage, or injury in relation to any services, features or facilities provided or supplied by third parties.

Information about features, facilities, and services at your holiday Site, is, to the best of our knowledge and belief, accurate at the time of publication of the brochure and Website, however Camping New Forest cannot guarantee that these services, features and facilities will be available during your holiday.

All information on the website regarding prices is accurate as at the time of publication but may be subject to change.

We reserve the right to open and close sections of the Campsites, to aid in preservation, rotation, and demand. If there is a particular area you would like to pitch on, it is recommended contacting the campsite prior to arrival to check possibility and availability.

Cancellation and Changes:

Our Right to Cancel:

We may exercise our discretion and cancel the contract for any Services and products at any time with immediate effect, including if you are in breach of the Site policies.

Once a booking is confirmed, our cancellation policy applies immediately and remains in effect regardless of the time elapsed since booking. Therefore cancellation fees will be applicable even if a cancellation request is made a short time after the booking date. We encourage all guests to review our cancellation policy carefully before confirming their reservation.

You may cancel and receive a full refund if requested by the same time on the next business day after booking. Cancellations made after this period will forfeit at least the deposit already paid.

Days to Arrival Refund Amount: 15+ days – Amount paid, less deposit 0-14 days – No refund

Chargeable pitch extras are fully refundable prior to 14 days of arrival, and non-refundable thereafter.

We strongly recommend that you have holiday or travel insurance to protect your booking in case of unexpected illness or other reasons preventing you from attending. If you need to cancel your booking and do not have insurance, unfortunately, we cannot provide a refund. You may need to claim any losses through your insurance provider. Please ensure you have suitable coverage for cancellation or financial loss.

If you leave Site early for any reason Camping New Forest will not issue any refund for unused camping nights.

If you wish to amend your booking, you must notify Camping New Forest as soon as possible. Subject to availability, amendments to your booking can be made up to seven days before your arrival at the Site, unless the amendment increases the total cost of the booking and the dates



remain. One amendment to each booking can be made free of charge and a non-refundable £10.00 administration fee per amendment will be applied thereafter. Amendments are subject to availability and date changes must be within the same season. Bookings with amended dates remain subject to the refund policy, based on the earliest original or amended arrival date within the history of the booking.

Bookings may be transferred to another person or party, but this can only be amended by the lead booker with the new details to hand. This will incur the administration fee of £10.00 regardless of when the change is made. All location and date details must remain unchanged and are not permissible to further amendments.

Unfortunately, in some circumstances Camping New Forest may have to cancel your booking. In these circumstances we will offer you a full refund of any pitch fees paid or the option of an alternative pitch/Campsite of a comparable standard for the same price as your original booking. Alternatively you can change to a different pitch/Site of your choice with you paying any additional cost or receiving a refund in respect of a price difference. No other compensation is available.

Pitches and Units:

One unit is permitted per pitch.

The price of your pitch is as detailed at the time of booking on our website. The prices for additional extras and services are also contained within our website.

Unit:

A unit is a tent, trailer/roof tent, caravan, campervan (including conversions), motorhome, or RV, and one car/motorbike. Bivvy bags are not suitable for our sites, so will not be permitted. You may have one Pup tent and one toilet tent included in the price. A motorhome may tow a car with an A-frame; however, transporting the car on a trailer will deem the trailer to be a chargeable pitch extra. The main unit and all ancillary units must fit within the pitch boundary, including guy ropes.

A maximum of one windbreak per pitch is permitted subject to the Site Manager's discretion and Site conditions and only whilst the unit is occupied. It must be open-ended, so to not create a corral.

Any unit which exceeds 9m must be booked directly with the Site to be certain that the unit can be accommodated. This will incur an additional charge of £10 per night.

Pup Tent:

One Pup tent for children is included in the price of a unit. It must be the maximum of a two-man tent and no larger than 2m x 1.5m. Pup tents may only be used by up to two children from 9 to 17 years and the tent must be erected in the boundary of the pitch of the accompanying unit. A pup tent can be in addition to payable extras, as long as all ancillary units fit within the pitch boundary.

Chargeable Pitch Extras:

The unit and all pitch extras must fit within the boundary of the pitch booked. If the unit and all extras exceed the pitch boundary an additional pitch must be paid for. Prices for pitch extras are indicated when making a Website booking. Pitch extras can be paid for at the time of booking or on site, but we cannot guarantee that there will be space. Site managers reserve the right to ask you to remove any windbreaks, gazebos, or any other pitch extras for good reason. Individual Site rules may apply.

The following extras are chargeable and must be pre-booked:

- Awning One per pitch, must be attached and no larger than the width or length of the unit. Roll-out canopies are not chargeable.
- Annex One per pitch, in addition to an awning. It must be attached and not exceed the pitch boundaries.



- Trailer Excluding trailer tents. Cannot exceed the pitch boundaries. A-frames are not chargeable.
- Additional vehicle A maximum of two vehicles are allowed per pitch, permitted they fit within the pitch boundaries. The first one is free, the second will be charged.
- Small Storage Tent One per pitch, to be used for storage only and not used as accommodation. Maximum size 2m x 1.5m.
- Gazebo or Storage/Communal Tent One gazebo or a large storage/communal tent is permitted as a chargeable extra and can be up to 3m x 3m. All gazebos and storage/communal tents are subject to Site manager approval regardless of whether they are pre-booked and must not be used as sleeping accommodation.

Standard Pitch:

Pitch size: 9m x 9m (Setthorns 8m x 5m)

An undefined grass pitch or a hardstanding pitch. The main unit and all ancillary items must fit within the pitch boundary, including guy ropes.

Standard pitch with electric hook up:

Pitch size: 9m x 9m (Setthorns 8m x 5m)

A grass or hardstanding pitch with electric hook-up. An electric pitch may be on grass or hard standing. The main unit and all ancillary items must fit within the pitch boundary, including guy ropes.

XL Hardstanding pitch with electric hook-up (only available at Setthorns):

Pitch size: 10.5m x 7.25m

An extra-large pitch with electric hook-up and a picnic bench. The main unit and all ancillary items must fit within the pitch boundary, including guy ropes.

Select Pitch (Setthorns):

Pitch size: 9m x 5m

A specially selected pitch positioned with prime location on the Campsite. Includes electric hookup and a picnic bench. The main unit and all ancillary items must fit within the pitch boundary, including guy ropes.

Select Pitch (Holmsley):

Pitch size: 10m x 10m

A large pitch with electric hook-up and a picnic bench. The main unit and all ancillary items must fit within the pitch boundary, including guy ropes.

Glamping:

Glamping units must be left in a clean and tidy condition when departed. All items provided must remain within the unit and any damages or losses reported to reception as soon as possible. Crockery and cutlery are to be cleaned by the customer, using the resources provided. Occupancy is dependent on the unit size and is advised upon booking.

A mandatory security bond of £50.00 per booking for glamping units will be requested upon arrival. The payment will remain pending until a day after departure, when it will be released or retained following inspection of the glamping unit and its contents. Reasons for retention of the bond include, but are not limited to, damage to the units or contents, missing contents, and the requirement for extensive cleaning. Depending on the cost of the issue, it may be necessary to invoice for the difference. Refusal to pay the bond may result in the booking being cancelled with any money paid retained by CNF.



Vehicle Conversions:

Sleeping in cars, vans, or other converted vehicles is not permitted unless the vehicle has sufficient ventilation and specially designed internal sleeping accommodation, such as a bed, mattress, or fully reclining seats. Sufficient ventilation is a form of constant airflow to avoid suffocation and drop vents if gas is used. An open window without any rain protection would not be permitted and dashboard air vents are not adequate. If the sleeping compartment does not have windows, there must not be a bulkhead present, to allow access through the front of the vehicle in the event of an emergency. Any windows in such units must have adequate curtains or blinds to ensure privacy. If you are in any doubt whether your vehicle will be allowed on our Sites, please contact us with photos of your conversion for approval via email to the Campsite directly.

A tent attachment for clothes changing purposes must be erected whenever a car/van is being used for sleeping purposes and there is insufficient space for this purpose. A toilet tent must also be used where space is unavailable internally, and there are no facilities on Site.

Although we may approve a vehicle to stay on one of our Campsites, we are not confirming the safety of the vehicle, nor hold any responsibility for the safety of the occupants. Certificates of gas safety or insurance may be requested where deemed necessary by Site staff.

Sign written towing vehicles are permitted on Site provided campers are not trading or working from Site, however you may be asked to park your vehicle away from the pitch. We do not allow horse boxes to be present on your pitch, nor ladders that are not specifically used for unit access.

Arrival and Departure:

It is important that you report to the Site Reception upon arrival.

Arrival times on-Site are from 1pm until 8pm or dusk, whichever is earlier. If you wish to arrive before 1pm, please ring the Site Team on the morning of your arrival and they will do their best to accommodate your request, although this cannot be guaranteed. There is a charge of £5.00 for arrivals before 1pm.

If you are likely to arrive after these times, please ensure you inform the Site Team. If we are not notified, your pitch will be held until 12pm the day after your arrival, after which it will be put up for re-sale and your booking treated as a cancellation with your monies retained by Camping New Forest.

Pitches must be vacated by 11am on the day of departure unless otherwise agreed with the Site Team. Late departures must be agreed in advance by the Site Team and are subject to availability and a charge of £5.00 per pitch. Pitches can only be extended until 5pm.

You can make bookings on our website until 5pm, or by phone or in person until 8pm or dusk in the winter, on the day of arrival, depending on availability.

Gate Times

For safety and security, we lock the gates on all Sites overnight. The gates are open from 7:30am until 10pm.

If access is required due to blue-light emergencies, the Campsite wardens are to be contacted using the out-of-hours procedure; usually a phone number or intercom. Texts, emails, voicemails and social media are not monitored overnight.

Visitors:

Visitors are welcome on Site, but we ask that there are no more than two adult visitors (and any associated children) per pitch at any one time. Any visitors will need to depart by 10pm. We ask that visitors remain respectful of other campers whilst on Site and that large groups do not gather. Visitors are bound to the general Site Terms and conditions and are under the responsibility of the



pitch holder(s). A day visitor charge of £5.00 per car will apply on arrival at the Site. Only one visitor car is permitted per pitch, and only if space on the pitch is available. Longbeech is an adult Site only, so cannot have children visiting.

Management and Behaviour on Site:

Our Site Managers and their Teams are fully empowered in all aspects of Site operation and management. Camping New Forest fully supports its Site Managers and Teams in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request you agree that you and your party will at all times comply with the requests of the Site Managers and their Teams. As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Site.

Please respect the staff, other campers, the Site, and the wildlife. Any issues should be brought to the attention of the Site Manager as soon as possible, in order to be resolved. Any violence, aggression or abuse directed towards our staff will not be tolerated. Aggressive or abusive behaviour includes language (whether verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. We also consider swearing, inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations, to be abusive behaviour.

Alcohol and drug misuse is not tolerated. Issues arising, including illegal drug use, may result in removal from Site and/or refusal of future visits.

Any wilful damage to the Site or any other Camping New Forest property will result in you being asked to immediately leave the Site. Our customers visit our Sites to enjoy the peace and tranquillity of the Forest. To respect the enjoyment of others, we ask that noise levels are kept to a respectable level throughout your stay. No loud music is allowed on Site at any time. Driving on Site is not permitted after 10pm and children or unlicenced drivers must not be behind the steering wheel of a moving vehicle at any time. Unnecessary idling or revving of engines is also not permitted. If anyone does not respect these terms, the Site Manager and their Team reserve the right to refuse admission or ask them to leave the Site at any time, with no money returned.

The Site Manager possesses the discretion to ask any customer for a security bond of £50.00 per pitch, regardless of party size and without explanation. A refund in full will be processed at the end of your stay unless, in the opinion of the Site Manager, you have displayed unreasonable behaviour (this includes but is not limited to, excessive noise, wilful damage to the Site or other people's property and abuse of our staff).

Damage to Company Property:

Any damage caused by individuals to company property, purposefully or accidently may be invoiced to the person(s) or lead booker(s) for repair or replacement. Any behaviour causing undue mess will also be bound to this condition.

Forest Preservation:

No structures can be tied or secured to trees or vegetation, this includes washing lines, football nets, hammocks, and rope swings. Any structures that are or are judged to be causing damage to the Site will be taken down or removed. The Site Team reserve the right to do so without prior consent and wholly at the Site teams' discretion. No fireworks or flying drones. No climbing trees or building dens – please leave wood on the ground, it is part of the natural ecosystem of this unique landscape.

Fires and Barbeques:

To protect our forests, the burning of wood is strictly prohibited. This means no open fires, no campfires, and no fire pits of any kind.



Charcoal and gas barbeques are allowed on our Campsites for cooking purposes only, provided they are raised off the ground and not used inside enclosed spaces. Barbeques must be extinguished by 9pm or dusk, whichever is later. PLEASE NOTE, DISPOSABLE BARBEQUES ARE PROHIBITED ON ALL SITES.

Campsites are managed and patrolled, and have fire measures and equipment in place, to minimise fire risks. Camping New Forest reserve the right to ban barbeques on the Sites when the New Forest is deemed to have a high fire risk.

Please note, whilst barbeques are permitted on our Campsites, they are not permitted anywhere else in the New Forest Crown Lands.

Fire extinguishers are placed in strategic locations around each Campsite for your safety. These are available for use by staff and visitors in the event of an emergency, but only if trained and it is safe to do so. Please advise us if you do use an extinguisher so we can ensure they are refilled. Use of extinguishers without legitimate reason may result in being asked to leave the Site and an invoice raised for refilling costs.

Dangerous Inflammable Goods and Gas Bottles:

Only gas bottles that fit in the caravan gas locker are permitted. No other goods of a dangerous or flammable nature may be left in or near an unoccupied unit. Where it is necessary to keep a gas cylinder outside of a unit's locker, for example where an old caravan does not have a purpose-built locker, the permitted maximum size is limited to 15kg. The cylinder must be strapped securely to the unit and connected with a short proprietary hose in good condition and not be under any strain or vulnerable to strain.

The practice of using an external cylinder to feed into the caravan system via a barbeque outlet is not permitted irrespective of the size of cylinder.

Generators:

Generators are permitted on our Sites, but if fuel-driven, must only be charging between times of 10am-12pm and 4pm-6pm and be silent-running (no louder than 85db at 1m). If spare fuel is required, it must be held in a single jerry can and secure within a unit/vehicle on Site. Generators are to be charged outside, with exhausts pointing away from visitors. Staff reserve the right to ask for generators not to be used at any point.

Electrical Connections:

Leisure batteries are permitted on our Sites. There may be charging facilities available, but CNF hold no responsibility for loss or damage whilst in our care.

Electric hook-up (EHU) is available on certain Sites, pre-booked depending on pitch type. These provide either a 10A or 16A 230V supply, so excessive use may trip the system or reduce the power. We assess the EHU points on a regular basis, but you are responsible for the safety of your hook-up extension lead and your unit's electrical installation. If we feel that any electrical equipment does not conform to safety standards or is connected to the supply in an unsafe manner, we will disconnect the camping unit. You must use a purpose-built lead with weather-proof connections and a recommended length of 25m, fully uncoiled during use. Splitters are not permitted under any circumstances.

If camping in a tent, a mobile mains power unit must be used. This is to contain a Residual Current Device (RCD) and Miniature Circuit Breaker (MCB) to protect from overload and unsafe connections.

Toilets:

For Campsites with no toilet facilities, you must bring your own liquid chemical toilet (not bagged/composting). One is required per pitch (unit) and shall not be shared between pitches. A



separate toilet tent is also required if a toilet is not part of a caravan/campervan, or if camping in a small tent or vehicle. Not following these rules will result in refused entry to the Campsite, as this will be checked upon arrival.

Water Courses:

There are various water courses on and around our Campsites. We do not provide supervision for people in or around these areas but do install warning signs and safety equipment where deemed necessary. This may include prohibition of access due to potential water depth, disease, and dangerous conditions.

Dogs:

Dogs are welcome on our Sites except Ashurst and Denny Wood where only assistance dogs are authorised. For the safety of all visitors and staff, dogs listed under the Dangerous Dogs Act 1991 are not permitted on our campsites under any circumstance. Dogs must be kept on leads and any fouling must be collected and disposed of properly. A maximum of three dogs per pitch are allowed on-Site. External corrals/pens/cages/fences of any type are not condoned but dogs can be tethered as long as they cannot exceed the pitch boundaries. Dogs should not be left unattended on a Site at any time, including within the unit. If there is an incident on-Site involving your dog, including aggression, or excessive barking or noise, you may be asked to leave the Site immediately.

Forest Animals:

We work closely with Forestry England, the New Forest National Park Authority, and the New Forest Commoners. There are strict rules that prohibit feeding any wild animals and grazing livestock. This includes bird feeders and tempting squirrels. Ponies and donkeys will sometimes come close to visitors. Please do not pet them, as they can become a nuisance or even be aggressive. The Site Team are to be contacted in the event problems are experienced with any of the animals.

The New Forest Code:

We kindly ask all our visitors to abide by The New Forest Code set out by the New Forest National Park Authority:

- Keep your distance from the animals don't feed or touch them
- Take home litter and dog waste
- No wood fires or disposable barbeques
- Gas and charcoal barbeques can be used on our Campsites providing they are raised off the ground. All barbeques are prohibited in the open forest
- Keep dogs under control. Don't let dogs approach or chase any animals
- Park only in car parks
- No wild camping
- Stick to the permitted cycle tracks
- Drive with care animals on the road
- Help wildlife by keeping to the main tracks.

More details on their website: https://www.newforestnpa.gov.uk/visiting/help-care-for-the-forest/new-forest-code/

This code is to help both us and our visitors to help preserve the New Forest's animals, plants, and natural beauty.

Of particular importance to us is 'No wood fires or disposable barbeques'. We operate a zero-tolerance policy towards disposable barbeques on our Sites due to the wildfire risk they pose.

Complaints:

At Camping New Forest, we strive to give customers the highest standard of service. Very occasionally things might not go to plan, and we may not live up to your expectations.



If you are unhappy with anything at all we ask you to bring it to our attention straight away by contacting the Site Manager. They will make every effort to resolve the issue.

If you remain dissatisfied, we will refer your complaint to our Customer Care Team, or you may contact them directly:

Customer Care Team Camping New Forest New Park Brockenhurst Hampshire SO42 7QH

Online: Feedback and Resolution Form

- 1. Formal complaints can be made by the Lead Customer by sending a letter to the Customer Care Team or by completing the online form, detailed above. Please ensure you provide the following details, or we will not be able to process your complaint:
 - Booking name & reference number, phone number and email address
 - Full details of the problem, and how and when it occurred
 - How it has affected you
 - What you consider should be done to put things right.
- 2. We will acknowledge your complaint within two business days of receipt.
- 3. We aim to fully investigate your complaint within ten working days, and in a fair and transparent manner.
- 4. We will provide you with a response that outlines our findings and any actions that we consider appropriate. Wherever possible, we will resolve the matter to your satisfaction.
- 5. If escalation is required due to dissatisfaction with our initial response, we will refer your complaint to the relevant person. The complaint will be investigated further, and a definitive response given within ten working days. Although, escalation may not alter the original outcome, we are committed to addressing your concerns thoroughly.
- 6. Further escalation is only permitted in exceptional circumstances, which can be advised upon request.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it on-Site, we may not be able to deal with any complaint on your return and your rights to claim may be reduced or forfeited.

Data protection:

The information taken at the time of booking is required to be collected for the purposes of processing your reservation with Camping New Forest, which is processed through our booking service, GemaPark. We may process your data to keep you informed of our activities and to keep you updated with news, offers and other information that may be of interest to you. If you do not want us to use your information for the marketing purposes described in this paragraph, please let us know. We will not sell your data or pass it on to third parties. You may receive an email from us or a selected agent, inviting you to complete a questionnaire and review regarding your stay.

Liability:

Please read this section as it is important that you understand what you are agreeing to.

Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or



- Any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- Losses for which it is prohibited in Section 7 of the Consumer Protection Act 1987 to limit liability; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to the above, we shall not be responsible for any:

- Loss or damage to property
- Loss of income or revenue
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than to refund the amount paid by you for the holiday.

As our Sites are located in the forest environment, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

Camping New Forest do not accept responsibility for anything that adversely affects your holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that Camping New Forest could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, a pandemic, natural disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. Camping New Forest will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to you for any losses caused by a Force Majeure event.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship, or recommendation by Camping New Forest. Links to other services not operated by Camping New Forest are provided solely for your convenience. Camping New Forest accepts no liability for any products services or other information provided by third parties.

Other Important Information:

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogue, or brochures or on our website, are issued or published solely to provide you with an approximate idea of our Sites and services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful, or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any waiver of a default by us does not mean that we will automatically waive any subsequent waive by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.



A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.

If you wish to contact Camping New Forest, please use the following address: Camping New Forest, New Park, Brockenhurst, Hampshire SO42 7QH.

Terms and Conditions - Amended October 2024



Camping New Forest Terms and Conditions Annex for Seasonal Pitch Holders

Camping in the New Forest Limited, trading as Camping New Forest (referred to as "CNF/we/our/us") sells seasonal pitches on Camping New Forest Sites (the "Site(s)/Campsite(s)"). Any person wishing to make a booking (referred to as "you/your") acknowledges that such booking is made subject to these Terms. Seasonal customers are subject to these seasonal Terms and Conditions in addition to the general Camping New Forest Terms and Conditions, although for any contradicting statements, this document takes precedence for seasonal bookings.

Unreserved acceptance of the following conditions is a requirement for participation in the scheme. This scheme is open to recreational campers only. Camping New Forest reserve the right to deny or offer relocation of a seasonal pitch to any applicant, without having to justify its reasons for doing so.

We reserve the right to modify or update these Terms and Conditions at any time. Any such changes will take effect immediately when posted on our website, in the brochure, at the Sites, or otherwise brought to your attention. It is your responsibility to review these Terms for changes and read the Terms each time you submit a Seasonal Booking Request. Any such request and/or continued use of our services after any modifications to these Terms shall signify that you have consented to the changes. A copy of the most recent set of Terms is available on the Website and upon request.

Making a Booking:

Prior to booking of a seasonal pitch, the customer must fill out the application form comprehensively, including accurate and truthful information. The customer can select three Campsites in order of preference. Although we endeavour to offer the first choice, it is sometimes necessary to confirm acceptance of the second or third choice, or suggest an alternative Site. Once accepted, the customer will be notified via the contact details provided and advised of the Campsite and the process to complete their booking.

A deposit of 60% of the total price, is due at the time of booking, with the remainder due 28 days before the start of the respective camping season.

As seasonal pitches are already discounted, a booking cannot be used in conjunction with any other offer or discount and the scheme may be withdrawn at any time.

Cancellation and Changes:

Should you wish to cancel your seasonal pitch, we require written notification at least 14 days' notice prior to the start of the season; notification of your wish to cancel must be sent to Head Office or emailed to info@campinginthenewforest.com. We will refund the amount paid less an administration fee of £100.

If you cancel your seasonal pitch giving less than 14 days' notice prior to the start of the season or during the season, a refund will not be provided.

If you wish to amend your booking, you must notify Camping New Forest as soon as possible. Subject to availability, amendments may be made prior to or during the season, although may incur additional costs.

Bookings cannot be transferred to another person or party.

Pitches and Units:

The following can be contained within a seasonal pitch during occupancy, inclusive of the price paid:

One unit – tent, trailer/roof tent, caravan, campervan (inc. conversions), motorhome, RV



- One car or motorcycle
- One awning must be attached and no larger than the width or length of the unit
- One pup tent or small storage tent maximum size 2m x 1.5m
- One toilet tent
- One A-frame trailer used for towing a vehicle
- One windbreak

Seasonal pitch holders are classed as one or two adults within a household and their children/grandchildren up to the age of 18 years old. The same applies to co-owners and their children/grandchildren up to the age of 18 years old. There is a maximum number of six (6) occupants per pitch/unit at any one time. Longbeech is the only Site, which is strictly adults only, including visitors.

The seasonal pitch holder may nominate up to a maximum of two co-owners. The cost for each additional co-owner includes one vehicle. If the owner and the co-owner are both in situ at the same time, then standard extra adult and child charges will be applied to the co-owner. This also applies for overnight visitors. The seasonal holder's unit can be used by other people that have not been nominated as co-owners, however they must book a pitch via the normal booking means, paying the nightly touring rate.

Subletting to any other party is expressly forbidden.

The unit may be occupied on Site for recreational purposes only, subject to a maximum stay of 21 nights for any one visit. An interval of at least 3 nights must elapse before the next visit is undertaken.

Under no circumstances can the Site become your main place of residence. Any breach of this condition may result in you being asked to leave Site and future bookings declined. The Site address should not be used as a postal address or used for the purpose of benefit claims. If for any reason you required a postal delivery whilst in residence, permission needs to be granted by the Site manager prior to delivery.

Unit & car permits must be visible at all times and not given to other parties or traded between vehicles.

As one vehicle is included in the cost of the seasonal pitch, additional cars and motorcycles will be charged a fee per vehicle per night, or a one-off payment can be made to cover a specific vehicle for the duration of the season. Only two vehicles may be parked on a pitch at any one time, including visitors. Any other vehicles must be parked offsite or as directed by the Site team.

A single awning is permitted on your seasonal pitch at no cost and should not exceed the length of the unit, or be greater than three metres deep, and must not exceed the pitch boundaries. A maximum of one windbreak per seasonal pitch is permitted whilst the unit is occupied, subject to Site conditions.

You must inform the Site and Head Office of any change to the unit or vehicle registration as well as any change to contact details.

Campsite Seasons:

There is a full season or part season available as per the information provided on our Website.

Due to the unique opening arrangements, any customer booking a full seasonal pitch at Aldridge Hill will be entitled to move their unit to a standard non-electric pitch on any other Camping New Forest Site for the period of closure, usually during May and June, for no additional charge. If you wish to upgrade to a different pitch type for the closed period, this will be charged at the normal daily rate for that pitch.



If you choose not to move your unit to another Site for this period, you will still be required to remove the unit from Aldridge Hill until the Site reopens.

Arrival

Earliest arrival dates and times will be advised prior to the season commencing. Although, you are welcome to make your first arrival on any day during your booking.

Upon arrival please report to the Site reception. All required safety certificates should be readily available for inspection by the Campsite team. Failure to provide these will result in being asked to vacate the Site until they can be produced.

The unit must be sited on the pitch or area identified by the Site team. We reserve the right to allocate pitches for seasonal use. Although we endeavour to assign pitches selected by customers fairly, we cannot guarantee a choice of pitch will always be possible. If a choice of pitch is not available for any reason, we may need to assign an alternative pitch for you.

Setthorns Campsite only - Ideally, all units must be reversed onto the pitches where it is practical and possible, so that in the event of an emergency the Site team can access the unit.

Pitch and Unit Maintenance:

Only units of good appearance and construction will be allowed on Site. Seasonal pitch units, including awnings, should be kept clean and presentable at all times. It is not permitted to drain wastewater through the forest floor, therefore it may be required and requested that a unit is taken off site for cleaning. All units should be regularly maintained, always kept in a roadworthy condition and suitable for towing.

Any unit on a grass pitch must relocate to a new pitch as indicated by the Campsite team every 21 days. Seasonals and the Campsite team must formally record these relocations, in a Campsite seasonal movement log signed by both parties, to comply with Forestry England directive.

If you go off Site for any period of more than 24 hours, it is advised the Campsite team are informed.

In addition, seasonal pitch holders are asked to be responsible for the tidy upkeep of the area in the immediate vicinity of their camping unit. Please be prepared to comply with any reasonable Site management requests regarding the maintenance of the occupied pitch.

Groundsheets must be lifted at regular intervals to maintain the condition of the grass. Where possible, breathable groundsheets should be used.

To maintain standards for all, customers are not allowed to personalise their pitch in any way or store equipment beneath their units. The visual aspect of a seasonal pitch should be the same as any other tourer on site and kept as neat and tidy as possible. There can be no boundary fences, planting of flower boxes, birdfeeders, or installation of any flooring other than ground sheets. The Site team have the right to remove or dismantle anything that remains out whilst the unit is unoccupied.

If you wish to take your unit off Site or out of storage during the season, please ensure you give the Site Manager 48 hours' notice of this and a date when you will be returning the unit to Site. In some cases, access may be restricted. If you have any concerns, please speak to the Site team directly before making the booking. Returning to the same pitch may not be possible. A pitch can only be reserved by the Campsite team; items should not be left if the unit has been removed.

Site Security:

The sites are constantly occupied or visited by members of staff, but there may be times when they are not manned. It is therefore important that you are responsible for the security of your unit and other possessions on the pitch. Where necessary, you must close and/or lock gates behind you and



be vigilant to report suspicious behaviour. Camping New Forest holds no responsibility for damage, theft or injury caused whilst the site is unmanned.

Insurance:

Units on a seasonal pitch must be adequately insured for both material damage and public liabilities; a copy of the appropriate Certificate of Insurance with visible beginning and end dates must be provided to the Site before access can be permitted.

Dangerous Inflammable Goods and Gas Bottles:

If a unit is over one year old, a certificate of gas safety will be required. This must be completed by an authorised technician and can be in the form of either a Gas Safe (landlord's) certificate, full service, standalone gas check, or check sheet at the point of sale. Checks must include a gas tightness/pressure test, appliance checks including flame failure devices, a regulator and hose age check, and a dispersal vents check. Evidence will need to be seen prior to, or on the day of arrival and must be within one year of the date the check took place.

Leaving Your Unit Unoccupied on a Seasonal Pitch:

When leaving your unit unoccupied at the end of each visit, please ensure that gas and electric supplies are disconnected, and the pitch is left in a neat and tidy condition. Electric may be disconnected by the Site team if the unit is suspected to be unoccupied.

Vehicles, trailers, additional units, gazebos/shelters and windbreaks are not permitted to be left on the pitch between visits. Any ancillary items must be stored away out of sight if possible.

Though it is strongly recommended that awnings are taken down between stays, and this may be insisted on in some instances, it may be possible at certain times to leave awnings erected between stays. This is subject to specific agreement by the Site Manager on each and every occasion and the pitch holder accepting responsibility for any consequential damage or loss. Please note, all decisions are Site specific and will take in to account many factors, including but not exclusive to, anticipated weather conditions and exposure to risk. Groundsheets should be lifted at regular intervals to maintain the condition of the grass. The Site Managers have the right to take down awnings if deemed necessary and Camping New Forest will accept no responsibility for any damage caused.

Do not leave food in your unit when it is unoccupied as it will attract unwanted attention from local wildlife.

We request that you let reception know you are leaving and returning to Site. Please do make the Site team aware if at least three nights have passed between visits, so departures are not unnecessarily requested.

Visitors:

Visitors are bound to the general Site Terms and conditions and are under the responsibility of the seasonal pitch holder(s).

All day visitors should report to the Site reception on arrival. Visitor vehicles are charged at a daily rate. We ask that all visitors ensure they leave the Site by the time gates are locked at 10pm.

Barrier Codes:

Barrier access codes at Matley Wood & Longbeech Campsites will be changed on the first day of each month. Please contact the Campsite team for the new code every month. The key codes should never be disclosed to anyone. Disclosure of a code would be a breach of your contract.

Security, Smoke and Carbon Monoxide Alarms:

Please ensure you attend Site without delay if you are alerted about your alarm, in any event within 24 hours. In the event of repeat false alarms the Campsite team have the right to ask that the alarm is turned off. Please ensure batteries are in good working order.



Keys:

Where units are fitted with a device which prevents immediate removal, such as a wheel clamp or hitch lock, a fully labelled key can be left with the Site team so that we can safely move your vehicle should the need arise, although this is not guaranteed. Spare keys for units may also be left, but we hold no responsibility in the event of loss or damage.

Departure:

At the end of the season all equipment should be removed by 11am on the last day and the pitch left neat and tidy. Non-household waste should be taken off Site and not disposed of in general or recycling bins on the Site, nor left nearby. A fine of up to a £100 will be issued if this rule is breached and future seasonal pitches will be denied.

Unauthorised Units:

Any unit left on Site for a duration that exceeds the period that has been paid for, may be removed and any costs incurred charged to the customer.

Complaints:

We encourage all guests to refer to our <u>Feedback and Complaints policy</u> to ensure that any queries or issues are addressed effectively. We value open communication and are committed to resolving concerns promptly. Please note that any defamatory or negative remarks, whether spoken or written, made without first allowing us the opportunity to rectify or respond to the situation, may result in the termination of your stay and the refusal of future bookings.

Seasonal Terms and Conditions - Amended October 2024