

Wigwam Holidays Visitor Terms and Conditions

Introduction

“Wigwamholidays.com” means Wigwam Holidays Ltd, a company with registered number SC295346 registered at Albyn House, Union Street, Inverness, Scotland IV1 1QA.

Wigwamholidays.com acts as booking agent for the Wigwam Sites advertised on the website www.wigwamholidays.com (“the Website”).

By using and/or visiting the Website you agree to these Terms and Conditions and the Privacy Policy (the “Terms”), and you expressly consent and agree to be bound by the Terms and Conditions and all applicable laws and regulations that govern the Website and your booking. If you disagree with any part of these terms and conditions, you must not use the Website. People using the site for bookings will need to accept the conditions before a booking is complete.

Wigwamholidays.com may modify the content of the Website and/or Terms at any time, and such modification shall be effective immediately upon posting of the modified content and/or Terms on the Website and your continued use of or access to this Website will be deemed to indicate your acceptance of the modified content and/or Terms.

As a condition of using the Website, you warrant that all information you supply is true, accurate, current and complete; you will safeguard any booking information; you are 18 years of age or older in order use the online booking system; and you have the authority to enter into this agreement.

References to “Wigwam Site Owner” or “Site Owner” mean the owner/provider of the Wigwam Sites, campsites, holiday parks, lodges parks or other accommodation of any description featured on this website, and references to “Wigwam Site” means the campsite, holiday park, lodge park or other accommodation of any description featured on this website. References to “Wigwam accommodation” mean the accommodation including all facilities and services advertised on our website that we have agreed to arrange in connection with your confirmed booking.

References to “we”, “us” or “our” are to Wigwamholidays.com and references to “you” or “your” are to you, the user of the Website, including any person who we reasonably believe is acting with your authority or knowledge. Affiliates are third parties who, in agreement with Wigwamholidays.com, distribute wigwamholidays.com wigwams to their customers.

Important information

Wigwamholidays.com acts as booking agent only in respect of all bookings we make on your behalf. By proceeding to book Wigwams and/or other services through the Website, you accept that you will be entering into a contract with the Wigwam Site / Wigwam Site Owner on their standard terms and conditions. If they are provided, we will endeavour (but undertake no liability to do so) to make copies of the Wigwam Site provider’s terms and conditions available to you.

You accept that we have not in any way selected or assembled your travel arrangements for you. Your accommodation arrangements are not a package and do not fall within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992 nor the Civil Aviation (Air Travel Organisers’ Licensing) Regulations 1995.

Where you, or any of the people that you are booking on behalf of, are in breach of any of the provisions of these Terms or contravention of any laws or rights of a third party, we reserve the right to cancel your booking without refund or compensation in any way and recover from you any costs incurred as a result of your behaviour.

You understand that we may not have conducted any quality or other checks on the Wigwam Site providers and we make no representations about the suitability of the accommodation and/or services offered for sale through the Website. The inclusion or offering for sale of Wigwam accommodation by Wigwamholidays.com does not constitute an express or implied endorsement or recommendation by Wigwamholidays.com of such accommodation or services. We do not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to, the Wigwam accommodation and services offered for sale through us.

Any information placed on the Website relating to Wigwam Sites including, but without limitation, details of the Wigwam Site Owner, the availability of the Wigwam accommodation at the Wigwam Site, the price of the Wigwam Accommodation, the facilities available at the Wigwam Site, any accreditations afforded to the Wigwam Sites and/or details relating to any other services advertised on the Website have been placed on the Website by accommodation and/or service providers who are independent businesses and are not agents or employees of Wigwamholidays.com or its affiliates. Such information does not constitute any advice or recommendation given by Wigwamholidays.com and Wigwamholidays.com shall not be held liable for inaccuracies or errors in the accommodation contents or any of its elements. Please confirm all details with the Wigwam Site.

These independent businesses provide the services in accordance with their other terms and conditions which may limit or exclude their liability to you. Wigwamholidays.com and its affiliates are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid. Wigwamholidays.com and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

As Wigwamholidays.com acts only as a booking agent we will have no responsibility for any errors in documentation except where those errors were made by Wigwamholidays.com.

We undertake no responsibility for and are not liable for the misrepresentations, breaches of contract, breaches of statutory duty or negligence of any of the Wigwam Site Owners and other suppliers of services who sell their products and services through us. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of a Wigwam Site Owner or other supplier of services (or their employees or agents) or you having any complaint about the quality of the services provided or having any complaint at all, your sole right of redress will be against the independent third party who provided such service and Wigwamholidays.com will be under no liability at all (whether in contract, tort or otherwise howsoever).

Nothing in these terms shall operate to exclude or limit the liability of Wigwamholidays.com for fraudulent misrepresentation or death or personal injury caused by our negligence.

Wigwamholidays.com will not be liable for any changes, cancellation, effect on your booking, loss or damage suffered by you or for any failure by the Wigwam Site owners and/or Wigwamholidays.com to perform or properly perform any of our respective obligations to you which is due to any event(s) or circumstance(s) if the non-performance is caused by force majeure. By way of example force majeure includes, but is not limited to, war, revolution, terrorist act, closure of borders, epidemic, natural catastrophe, industrial disputes, technical failure or other causes that seriously affect both parties and other unforeseeable causes beyond Wigwamholidays.com's control.

Intellectual property rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the Website and material and content on the Website (including, but not limited to, text, images, web pages, logos, sounds, layouts, software (including code, interface and website structure), materials, icons, video, look and feel, design and compilation thereof). Subject to the licence below, all these intellectual property rights are reserved and you may not use intellectual property identifying or belonging to Wigwamholidays.com contained on the Website or otherwise without the prior written approval of Wigwamholidays.com.

Wigwam® is a registered trade mark of Wigwam Holidays.com. Except as permitted by these Terms, you shall not make use of the trademarks. The word or mark "Wigwam", including stylised representations, any associated logos and symbols and combinations thereof with another word or mark are our trademarks.

All goodwill arising in connection with the Website www.wigwamholidays.com shall belong to Wigwamholidays.com.

You also agree not to specifically target the Wigwamholidays.com brand directly through keyword purchases that use Wigwamholidays.com's intellectual property rights.

Use of Website

Wigwamholidays.com may suspend access to the Website with no obligation to reimburse or compensate you for the period in which access was suspended. We may also change, modify, substitute, suspend or remove without notice any information or service from time to time.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

You may only make legitimate enquiries or bookings for yourself or another person for whom you are legally authorised to act.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, modify, duplicate, sell, lease, market, copy or exploit material on our website for a commercial purpose;
- (e) breach any intellectual property rights – including removal of trademark, copyright or other proprietary notice - of Wigwamholidays.com or others;
- (f) edit or otherwise modify any material on the Website in any way that causes, or is likely to cause, the Website to be damaged or impaired;
- (g) make any unauthorised, false or fraudulent booking;
- (h) use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including, but not limited to, uploading or making available files containing corrupt data or viruses by whatever means;
- (i) take any action that imposes an unreasonable or disproportionately large load on the Website or related infrastructure.

Reviews, photos and other interactive areas

By submitting content to the Website by email, postings on the Website or other means, you grant Wigwamholidays.com and its affiliates a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to:

- (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform any submissions throughout the world in any media;
- (b) use the name that you submit in connection with any submissions. Wigwamholidays.com does not edit or control user messages posted to or distributed on this site, including through chat rooms, bulletin boards or other communication forums, and will not be in any way responsible or liable for such messages.

By using any interactive area of the site, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the site any of the following:

- (a) any false, unlawful, misleading, libellous, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, privacy-invading, abusive, inflammatory, fraudulent or otherwise unlawful or objectionable content;
- (b) private information of any third party;
- (c) content which may expose Wigwamholidays.com or its affiliates or users to any harm or liability of any type.

Wigwamholidays.com takes no responsibility and assumes no liability for any content posted, stored or uploaded by you or by any third party, or for any loss or damage thereto, nor is Wigwamholidays.com liable for any mistakes, defamation, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

Wigwamholidays.com reserves the right to remove any content in our absolute discretion in the event we believe a breach of these Terms has occurred.

Links

Wigwamholidays.com may provide hyperlinks or pointers to other websites maintained by third parties. Wigwamholidays.com does not monitor or endorse the material on them and does not accept any liability in relation to such websites.

Special requests/ Notes

Special requests and/or Notes can be made within the PayPal payment form. Wigwamholidays.com cannot guarantee that any such requests will be met and will not be liable to you in the event that they are not. We will endeavour to pass on any such information to the provider of the booked accommodation, and it is to them that any further correspondence should be directed.

Booking accommodation and other services

Search for your chosen destination and dates and/or select your preferred Wigwam Site and proceed to the final booking page. Please ensure that you carefully check the dates, the price, the destination and the Wigwam Site details before proceeding with your booking. Bookings can only be made by following the online booking procedure.

To make a booking you will be asked to submit personal information about yourself such as your name, email address, telephone number and card details ("Personal Information"). Whenever you provide such Personal Information, Wigwamholidays.com will collate and use such Personal Information in accordance with Wigwamholidays.com's "Privacy Policy", details of which are set out at the end of these Terms. Please read this in full before providing any Personal Information to Wigwamholidays.com.

Confirmation

To confirm a booking, you must be authorised to make the booking by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, you are confirming that all persons named on the booking accept the Terms and you will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking you also become responsible for making all payments due under the booking.

Bookings are only confirmed when the accurate amount of monies requested has been paid to us by you via Paypal.

The total booking cost includes a 7.5% + VAT deposit which is absolutely non-refundable in any circumstances.

Once Wigwamholidays.com has received notification of your payment from Paypal, we will confirm your booking and issue you with an email confirmation. If you have received a Paypal receipt but do not receive a confirmation email from Wigwamholidays.com within 24 hours of your booking, please contact admin@wigwamholidays.com

If you experience any difficulties with paying via Paypal, Wigwamholidays.com cannot be held responsible or liable for any fault or error with the Paypal system. Any issues that you have with Paypal will require you to contact Paypal directly, Wigwamholidays.com cannot get involved with settling any issues or disputes between you and Paypal, nor can we be held liable for them. Please note that Paypal is an independent third party company and is in no way associated to or affiliated with Wigwamholidays.com

In the event that you call Wigwamholidays.com by telephone, or are called by Wigwamholidays.com about your booking, calls may be recorded for monitoring and training purposes. Wigwamholidays.com reserves the right to review any call information.

Cancelling or amending a booking

If you wish to modify or cancel your booking prior to your arrival date, please contact the Wigwam Site Owner directly.

All booking payments include a 7.5% + VAT deposit which is non-refundable in the event of cancellation.

The return of the remainder (91%) of your booking payment in the event of cancellation is entirely dependent on the cancellation policy of the individual site with which you made the booking.

In any event, if you fail to cancel or amend your booking in accordance with the provider's cancellation or amendment policy, you may be charged a cancellation or amendment fee by the accommodation or other service provider. Further details of the cancellation policy are set out in our email to you confirming your booking and are also shown on the Wigwam Sites detail page prior to you making a booking.

If, for whatever reason, you do not turn up at the accommodation on the arrival date stated on your booking confirmation email, without prior warning to both the Wigwam Site owner and Wigwamholidays.com ("a no show"), this shall be considered a cancellation.

Responsibility

You warrant that you have legal capacity to use the Website and to create a legally binding contract.

Your password for this website is confidential to you and should not be disclosed to a third party.

You warrant that all Personal Information submitted during accommodation booking is correct and you accept financial responsibility for all transactions made under your name or account.

You hereby authorise Wigwamholidays.com to process all Personal Information about you and the persons named on the booking that has been obtained in connection with your booking. Personal Information shall be deemed to include, but not limited to: any telephone numbers, fax numbers, email addresses, addresses of residences, signatures, ID or passport copies, or any other information belonging to you or your party.

Personal Information collected by Wigwamholidays.com shall be obtained, processed and transmitted in compliance with European Directives 95/46 and 2002/58, as well as any other such legislation that substitutes, complements and develops them. For more information, please refer to our Privacy Policy.

Extras

Requests for extras will be subject to availability and if the accommodation is unable to meet any such request, Wigwamholidays.com will have no liability to you in this respect.

Indemnification

You agree to defend and indemnify Wigwamholidays.com and its affiliates and any of their officers, directors, employees and agents from and against any claim, cause of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of: (a) your breach of this agreement; (b) your violation of any law or the rights of a third party; (c) your use of this website.

Notification and removal policy

Wigwamholidays.com operates on a notice and removal basis. If you have a complaint or objection to material or content posted on this site, please contact us immediately at admin@wigwamholidays.com. Once this procedure has been followed, Wigwamholidays.com will make all reasonable endeavours to remove illegal content within a reasonable timeframe.

Complaints and problems with your accommodation

In the event that you have any problems with your accommodation please inform the accommodation reception staff or management immediately, to enable them to take appropriate action.

In the event that you have a complaint or comment about the Website, please email us at admin@wigwamholidays.com or write to Complaints, Wigwam Holidays Ltd, Strathfillan, Tyndrum, Perthshire, FK20 8RU

Pre-departure

Wigwamholidays.com is not liable for damages or losses that may result from travel to any particular destination.

It is your responsibility to ensure you have the relevant travel and health documents before departure for the country you are visiting, which shall include, but is not limited to any inoculations required, IDs and passport.

Wigwamholidays.com shall not be liable for any expense resulting from your missing, incomplete or incorrect documentation or any non-compliance with requirements.

Please check the [Foreign and Commonwealth Office's website](#) for the latest advice on conditions and general information on countries.

Insurance

You are strongly advised to take out adequate travel insurance before your holiday. It is your responsibility to check that you have adequate insurance cover. The insurance should cover, among other things, the cost of cancellation by you, personal losses, all medical costs and the costs of assistance including return to the UK in the event of an accident or illness.

Enforceability, legislation and courts of jurisdiction

In the event that a provision of these Terms is found to be illegal or unenforceable, the remainder of these Terms will not be affected and the provision in question shall be deemed to be modified to the extent necessary to make it enforceable.

In the event of a delay in acting upon a breach of these Terms by you, that delay will not be regarded as a waiver of the breach. If we waive a breach of these Terms by you, that waiver is limited to the particular breach.

This agreement will be governed by Scottish law and any disputes will be dealt with by the Scottish courts.