

# The Quiet Site Camping Pod Terms and Conditions 2011

## 1 Occupation Limitation

- 1.1 Occupation must be limited to a maximum of two adults and two children under the age of 16 years.
- 1.2 The Accommodation shall be for family use only, not for youth groups or other groups or student parties.
- 1.3 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the Holiday Period, and not for any other purpose or longer period.

## 2 Loss of Visitor Property

- 2.1 Except as indicated below, The Quiet Site cannot be held responsible for loss or damage to any belongings, or for injury sustained by the Visitor or members of his or her party during their stay at the Accommodation. The Quiet Site excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or members of his or her party during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of The Quiet Site of any duty.
- 2.2 The Visitor shall be liable for and indemnify The Quiet Site against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by The Quiet Site arising from the Visitor's use or occupation of the Accommodation which arise from any breach by the Visitor of his or her obligations under the Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party.

## 3 Pets

No pets are allowed (guide dogs for the blind and hearing dogs for profoundly deaf people excepted).

## 4 Right of Entry

The Quiet Site and/or its agents reserve the right to enter the Accommodation at any reasonable time for reasonable cause. This includes the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process. We will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## 5 Visitor Obligations

- 5.1 The Visitor undertakes to keep the Accommodation in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to The Quiet Site the value of any part of the Accommodation so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.
- 5.2 The Visitor must allow The Quiet Site and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
- 5.3 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to The or to any neighbours.
- 5.4 The Visitor and his or her party must comply with any general regulations relating to the campsite. Such regulations will be found in the site brochure at the campsite reception and on the website. Typical examples would include any local conditions regarding parking, noise, waste disposal, recycling and so on.
- 5.5 Smoking, cooking or open fires are not permitted in any part of the Accommodation.
- 5.6 The mains socket is for charging purposes only. Kettles and toasters are not permitted.

## 6 Property Cleanliness

The Visitor agrees to ensure that the Accommodation is left reasonably clean and tidy. The Visitor agrees to pay an additional reasonable charge to cover the expense of additional, unusual cleaning required because the Visitor fails to comply with this Clause.

## 7 Weather

- 7.1 In the event of a Meteorological Office Severe Gale Warning the Pod will have to be vacated to comply with our H&S procedures. A credit will be offered against a later stay, but The Quiet Site will take no responsibility for finding alternative accommodation and excludes liability for any cost incurred by the Visitor in relation to this alternative accommodation.
- 7.2 If, prior to the Holiday Period, the Accommodation becomes inaccessible due to bad weather The Quiet Site will take reasonable steps to inform the Visitor. A credit will be offered for a later stay.

## 8 Comments/Complaints

Every reasonable care will be taken to ensure that the Accommodation is presented to Visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact one of the campsite staff. Reasonable steps will then be taken to assist the Visitor. The Quiet Site will not normally make any refunds in respect of complaints made after the Visitor's departure from the Accommodation if the Visitor did not make the complaint or the problem known to the local contact during the holiday. If the Visitor wishes to comment on

his or her stay they should inform a member of the campsite staff, or alternatively they should write to: The Quiet Site, Ullswater, Penrith, Cumbria. CA11 0LS

## **9 Arrival and Departure Times**

9.1 Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is after 1:00 pm on the first day of the holiday and Departure time is before 12:00 noon on the last day of the holiday. In case of an arrival outside the listed hours, for example due to an unplanned event, the campsite staff should be notified at the earliest available opportunity.

9.2 The Visitor will be issued with a set of keys to the Accommodation on the first day of the Holiday Period and the Visitor must return them on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

## **10 Right to Evict**

The Quiet Site reserves the right to ask the Visitor and his or her party to leave the property (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by The Quiet Site where if there is a serious breach by the Visitor of the Agreement or their behaviour is such as to endanger the safety of other visitors or members of staff. If any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking/open fire/cooking restrictions are not observed we shall give the visitor an opportunity to rectify the breach and failure to do so shall entitle the Quiet Site to terminate the agreement.

## **11 Failure to exercise**

The fact that The Quiet Site does not exercise any of its rights under the Agreement in any particular incidence of breach or default by the Visitor shall not constitute a waiver by The Quiet Site of such right in that or any subsequent incidence.

## **12 Notices**

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter to the address appearing in the Booking Form or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Visitor under the Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service.

## **13 Severance**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

## **14 Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 might give rights to third parties who are not parties to this contract. The parties agree that this will not apply and that, subject to clause 1.3, only those signing the contract shall have rights and obligations under it.

## **15 Headings**

The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

## **16 No Tenancy**

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Visitor and The Quiet Site. The Visitor shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

## **17 Governing Law**

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales and both parties submit to the non-exclusive jurisdiction of the UK Courts.