

# The Open Camping Village

## Terms and Conditions

**We reserve the right to ask you to leave at any point of your stay if the behaviour of any member of your party is unacceptable to us and no refund of monies will be paid.**

### **Booking conditions**

These terms and conditions apply to any booking made for The Open Camping Village by you, the booker (referred to as "you" or "your") with us, GTS Events Limited (registered in England under the Companies Acts with company number 04955521), trading as The Open Accommodation Bureau (**The OAB**), (referred to as 'we', 'us' and 'our'). The registered office address for The OAB is SEAMOS House, Brooks Drive, Cheadle Royal Business Park, Cheshire, SK8 3SA.

The following terms and conditions show our legally binding commitments to each other and form your contract with us.

### **Booking your accommodation**

When you book your accommodation, each individual in your party must already have a ticket for The Open in 2024. A ticketholder is entitled to book accommodation for the evening before and the evening of each day for which their ticket is valid. For example, a ticket valid for Saturday, 20 July 2024 permits the ticketholder to book accommodation on Friday, 19 and Saturday, 20 July 2024. A party may check-in from 3pm until 10pm on the day of their arrival and must checkout by 10am on the day of their departure when they must leave the pitch in a clean and tidy state. Please report to reception on your arrival.

### **Camping for Under 25s Eligibility**

To be eligible for free camping, you must hold the following ticket category:

- (a) Youth Tickets in the 16–24-year-old classification.
- (b) U16s Kids Go Free, however, no access will be permitted unless accompanied by a parent or guardian over the age of 18, who should be either a valid Youth Ticket or Adult Ticket holder. Please note that children under 16 years of age admitted to The Open Camping Village are the responsibility of the accompanying parent or guardian.

### **Camping payment for Under 25s**

There is no charge for the camping itself.

### **Camping payment for Over 25s**

You agree to pay the total fee in full immediately following receipt of our invoice (which shall be provided on booking).

### **Security Deposit**

On booking you must pay a security deposit of £100 per tent (**Security Deposit**). The Security Deposit is refundable in full if a clean and undamaged tent has been returned and no damage has been caused by you, your party or your guests to The Open Camping Village, accommodation and/or equipment (as determined by The OAB acting reasonably). As soon as reasonably practicable following your departure, and in any event no later than 11 August 2024, we shall refund your Security Deposit or advise you if the Security Deposit will not be refunded (in full or in part).

We reserve the right to refuse any booking. Bookings are not transferable to any other person. Once you have booked accommodation for you and your party and paid the Security Deposit (in full), you agree to these terms and conditions and any other reasonable terms and conditions we may inform you of, and a contract will exist between us. These terms and conditions apply to you and all members of your party (including any guests) and it is your responsibility to ensure that you and all members of your party (including any guests) are

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aware of the whole of these terms and conditions and the obligations contained in these terms and conditions.

Our arrangements are effective from the date our contract is formed until we have either returned your Security Deposit, or notified you that your Security Deposit shall not be returned. We will issue a proposal document to you confirming your accommodation details and receipt of your Security Deposit (**Proposal**). Please check all paperwork that we send you carefully and contact us immediately if you have any queries.

Payments can be made via credit card, American Express, MasterCard, Visa and Visa Debit are accepted. Failure to pay the Security Deposit will result in the cancellation of your booking.

### **Special requests/needs, car parking facilities and prohibited items**

Special requests should be indicated to us at the time of booking. In some cases, an extra charge may be payable to facilitate a special request. Any guests with restricted mobility, particular care requirements or disabilities should discuss their requirements with us at the time of booking. Whilst we will use reasonable endeavours to accommodate special requests, they cannot be guaranteed unless The OAB confirms this to you in writing.

Subject to availability, The OAB will use reasonable endeavours to provide one (1) car park space per group booking if requested (at an additional cost). No cars will be allowed near the tents.

A full list of prohibited items will be supplied to you along with details of your parking after we have accepted your booking and received your Security Deposit and any fee (in full).

### **Cancellation by you**

If, following the formation of a contract between us, you wish to withdraw from the contract because you do not accept these terms and conditions then you may do so by informing us in writing immediately after placing your booking and we shall reimburse any fee that you have paid to us and Security Deposit within 30 days of receiving your notification. In any event, the right to cancel your booking pursuant to this paragraph may only be exercised no later than fourteen (14) days before the commencement date of The Open in 2024. In the event of a 'no show' no refund will be applicable.

During your stay at The Open Camping Village, you may cancel the contract with immediate effect by giving us notice if:

- (a) we break this contract in any material way and we do not correct or fix the situation following your request for us to do so; or
- (b) we are affected by circumstances outside our control, as set out under the heading "Changes for reasons beyond our control" below.

### **Changes/Cancellations made by us**

From time to time we may have to change your accommodation arrangements and if so, we will notify you as soon as reasonably possible. If changes made before departure will have a significant effect on your stay we will offer you the opportunity to decide whether you wish to:

- (a) withdraw from our contract, without penalty, receiving a full refund of the Security Deposit and any fee that you have paid to us; or
- (b) accept the changed arrangements and continue with your booking.

("significant" for the purpose of this clause includes a change to the level or style of accommodation provided and/or facilities offered significantly differing from those originally booked, lowering the standard of your accommodation).

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We reserve the right to require you and or your party to leave The Open Camping Village (without compensation being payable or any money being repaid) if it is deemed necessary by us, at our sole discretion, where:

- (a) you, your party or your guests break the contract in a material way;
- (b) the behaviour of you, your party or your guests is such as to endanger the safety of other visitors or members of staff;
- (c) any complaints are made against you, your party or your guests in respect of anti-social behaviour;
- (d) you, your party or your guests cause unreasonable damage to any equipment or property at The Open Camping Village, or do not observe any of the obligations set out under the heading "Your responsibility" below.

### **Changes for reasons beyond our control**

The OAB may decide that some changes to or cancellation of the contract may be necessary or required due to unusual and unforeseeable circumstances, which neither we nor our suppliers could avoid, acting reasonably. These circumstances include but not limited to industrial disputes, closure or congestion of ports or airports, road blockades, unavoidable technical transport problems, war, civil unrest, terrorist activity, natural or nuclear disaster, cancellation or delay of The Open in 2024, overcrowding, default, act or omission of our suppliers or any land owner, epidemic, outbreak, illness, virus or disease, adverse weather conditions or similar events. In these circumstances, you will not be entitled to compensation or damages.

In reference to adverse weather conditions, to clarify, this includes persistent heavy rain which results in the flooding of tents provided or The Open Camping Village as a whole and it is your responsibility to find alternative accommodation for yourself or any members of your party. If you are required to find alternative accommodation under this provision any fee paid to us, and the Security Deposit will be refunded in full.

### **Our liability to you**

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

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982 and/or any corresponding or equivalent national laws or regulations or any laws and/or regulations implementing, amending or replacing this legislation.; or

any other liability which may not be limited or excluded by law

Subject to the matters detailed above, if we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

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

- (a) loss of data;
- (b) loss occurred by reason of any circumstances listed under the heading 'Changes for reasons beyond our control'

Admission to The Open Camping Village and camping is at your own risk. To the extent permitted by law, The OAB will not be held liable for any loss, injuries or damages sustained at The Open Camping Village and/or The Open in 2024 including but not limited to damage, theft or losses to property and motor vehicles, if the cause is due to the negligence of you, your party or your guests, or the actions of other patrons or third parties or circumstances

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outside our control (as set out under the heading "Changes for reasons beyond our control" above).

### **Liability of suppliers**

Some of the services which make up your stay are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of these terms and conditions are available on request from ourselves or the supplier concerned. We are not liable for any acts or omissions of such third party suppliers.

### **Your responsibility**

As the person booking, you are responsible for the behaviour of all members of the party whilst at The Open Camping Village. We want all our guests to have an enjoyable stay but you must remember that you are responsible for your actions and the effect they may have on others. You must abide by rules issued by the management of The Open Camping Village, take reasonable care of the accommodation and take precautions for your own safety. If we (or another person in authority) believe your actions could upset others or put them in danger, or damage property, or be illegal/unlawful (including but not limited to the taking of illegal drugs or substances), we may end your stay. This could mean you are prevented from using the accommodation we have arranged for you. It may also mean that we will not accept a future booking from you. If this happens we will not pay compensation, damages or any other cost or expenses you may incur as a result. You must not use The Open Camping Village for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to other users or to any neighbours or to take any illegal drugs. Any wilful damage to The Open Camping Village or other property will result in you being asked to immediately leave. If you are asked to leave under any of the circumstances set out in this paragraph, any fee that you have paid to us and the Security Deposit will not be refunded, you may also be refused entry to The Open and you may be asked to pay for any additional costs or expenses.

Please note that no BBQs, gas stoves, campfires or cooking equipment of any type are permitted at The Open Camping Village. Fireworks, generators, Chinese/flying lanterns, flares and the burning of plastics are also not permitted. Commercial, promotional and trading activities are not permitted at The Open Camping Village (without express prior written permission of The OAB). No animals are allowed at The Open Camping Village, with the exception of registered guide dogs.

To protect your own safety and those of other guests, please act responsibly. Medical treatment at The Open Camping Village is your responsibility. You must ensure children in your party are properly supervised at all times, in all areas of The Open Camping Village and we ask that unaccompanied children do not wander around The Open Camping Village.

### **Our additional rights**

In addition to the right to terminate the contract as set out above, we reserve the right to:

- (a) refuse admission in any circumstances;
- (b) immediately evict any person breaching these terms and conditions or any other terms of entry, committing a criminal offence, behaving in a disorderly manner or in a way that has an adverse effect on public safety, or behaving in an anti-social manner or in a way that causes a public nuisance;
- (c) evict all members of any group of persons where that group is behaving in a persistent anti-social manner;
- (d) refuse entry to any person who attempts to enter The Open Camping Village with unofficial merchandise, contraband goods and / or any other prohibited articles.

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### **Data protection and your privacy**

In order to process your booking and to help us provide you with a more personal service we may collect certain information from you, including (where applicable) name, address, age of party members, credit/debit card or other payment details, mobile phone numbers and any other special requirements which may affect your arrangements. Your information may be passed to R&A Championships Limited, a company registered in Scotland under company number SC247047 and having its registered office at Beach House, Golf Place, St Andrews, Fife KY16 9JA ("**The R&A**") if you have consented to this at the time of booking. The information relating to other individuals in your party may also be passed to The R&A where they have consented to this at the point of arrival/check-in.

We take full responsibility for ensuring that proper security measures are in place to protect your information. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as requested by law. Under the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 (as amended) ("**Data Protection Legislation**") your data controller is GTS Events Limited. GTS Events Limited shall comply with all the obligations imposed on a controller under the Data Protection Legislation. GTS Events Limited will only use your personal information as set out in our Privacy Policy, <https://www.stayattheopen.com/privacy-policy>.

As a condition of the contract you, your party and your guests consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or by any CCTV cameras and recordings at The Open Camping Village for security purposes.

**For parents and guardians of under 16s, if you do consent to them being filmed, photographed and recorded for television, radio, webcast and other public broadcasts, it is your responsibility to inform us in advance.**

Your vehicle may be searched by security personnel at the vehicle gates on entry to the car parks, in the car parks themselves or anywhere at The Open Camping Village. You may be searched in the car parks or at the entrance. Any items which we consider may be used in an illegal or offensive manner shall be confiscated. Persons suspected of carrying out illegal and/or offensive activities at The Open Camping Village may be searched. Anyone resisting confiscation of disallowed items or disregarding these conditions will face eviction from The Open Camping Village.

### **If you have a complaint**

If you have any reason to complain, you should complain as soon as possible to a member of staff or the accommodation management who will do everything reasonably possible to resolve the problem. If you are not satisfied with how your complaint was dealt with, please contact us as soon as reasonably possible. A delay in contacting us may affect us investigating the points you raise fully and therefore affect the remedies which may be available to you. The address to send your complaint to is: GTS Events Ltd, SEAMOS House, Brooks Drive, Cheadle Royal Business Park, Cheshire, SK8 3SA (marked for the attention of the Head of Legal).

To the extent permitted by law, your contract will be governed by English law and any disputes should be referred to the Courts of England.