

National Trust Lake District Campsites

'The Camping Pod' Terms and Conditions 2008

For the purposes of these Terms and Conditions, **'The National Trust'** means **The National Trust for Places of Historic Interest or Natural Beauty** (Charity Registration Number 205846) whose registered office is at Heelis, Kemble Drive, Swindon, Wiltshire, SN2 2NA. **'Visitor'** means the person named on the booking form (the **"Booking Form"**).

1 Agreement

1.1 A full version of these Terms and Conditions is available on the National Trust Internet site and a shorter version is available on the reverse of the Booking Form. The making of a booking will form an agreement on these Terms and Conditions (the 'Agreement') between the Visitor and The National Trust for the holiday rental of the Camping Pod shown on the Booking Form or as otherwise agreed in writing by The National Trust and the Visitor (the 'Accommodation').

1.2 The National Trust permits the Visitor to occupy the Accommodation for the period shown in the Confirmation Invoice ("Holiday Period") together with the use of the furniture, fixtures and effects.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. References to 'party' in these Terms and Conditions will include the Visitor's family, servants, agents or guests. The Visitor agrees to make his or her party aware of these terms and conditions"

2 Booking and Payment

2.1 All Camping Pods can be booked well in advance. It is advisable to book early to avoid disappointment, particularly over bank holiday weekends and school holiday periods.

2.2 The booking should be made in one name only and that person (the Visitor) shall not, without the written consent of The National Trust, assign the booking.

2.3 Full payment of the total holiday cost will be required to confirm the booking, in advance of the start of the holiday.

3 Cancellation

The reservation may be cancelled at any time by the Visitor giving The National Trust notice in writing. A 100% cancellation charge will be payable. On receipt of the written cancellation The National Trust will endeavour to re-book the Accommodation for the Holiday Period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £20.00 (twenty pounds) to cover office administration.

4 National Trust Right To Refuse/Alter

4.1 The National Trust reserves the right to refuse any booking.

4.2 The National Trust reserves the right to cancel or alter arrangements made for the Visitor whether before or during the relevant visit (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the National Trust or (b) where in the reasonable opinion of The National Trust it is necessary to perform or complete essential remedial or refurbishment works.

4.3 If a booking has to be cancelled or altered by The National Trust then The National trust will return to the Visitor money paid by the Visitor to The National Trust in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration if it arises out of circumstances beyond its control.

5 Change of Booking

There will be a fee of £20.00 (twenty pounds) for any transferred booking, and bookings may not be transferred within one month of the Visitor's holiday, or from one calendar year to another. A transferred booking is from one campsite to another, a change in the Visitor, or from one date to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

6 Occupation Limitation

6.1 Occupation must be limited to a maximum of two adults and two children under the age of 16 years.

6.2 The Accommodation shall be for family use only, not for youth groups or other groups or student parties.

6.3 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.

7 Loss of Visitor Property

7.1 Except as indicated below, The National Trust 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 National Trust 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 National Trust of any duty.

7.2 The Visitor shall be liable for and indemnify The National Trust against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by The National Trust 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.

8 Pets

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

9 National Trust Right of Entry

The National Trust 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.

10 Visitor Obligations

10.1 The Visitor undertakes to keep the Accommodation and all the furniture, fixtures and effects 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 National Trust the value of any part of the Accommodation, furniture, fixtures, fittings and effects 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.

10.2 The Visitor must allow The National Trust and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, save in emergency when immediate access must be granted.

10.3 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 National Trust or to any neighbours.

10.4 The Visitor and his or her party must comply with any general regulations relating to the campsite. Such regulations will be found in the welcome leaflet at the campsite reception and on the National Trust website. Typical examples would include any local conditions regarding parking, noise, waste disposal, recycling and so on.

10.5 Smoking, cooking or open fires are not permitted in any part of the Accommodation.

11 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.

12 Weather

12.1 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 Full refund will be offered, but the National Trust will take no responsibility for finding alternative accommodation and excludes liability for any cost incurred by the Visitor in relation to this alternative accommodation.

12.2 If, prior to the Holiday Period, the Accommodation becomes inaccessible due to bad weather The National Trust will take reasonable steps to inform the Visitor. A full refund will be offered.

13 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 National Trust 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 a comment/suggestion form may be completed and left at the campsite reception, or alternatively to the address below. All complaints made after the Visitor's departure must be made in writing to: Remko Plooi, Commercial Manager, The National Trust, The Hollens, Grasmere, Ambleside, Cumbria, LA22 9QZ.

14 Arrival and Departure Times

14.1 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 4.00pm and 6.30pm on the first day of the holiday and Departure time is before 11.00am 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.

14.2 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.

15 Right to Evict

The National Trust 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 National Trust 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 Trust to terminate the agreement.

16 Data Protection

The National Trust writes to members and customers from time to time about its work. To comply with the Data Protection Act 1998 The National Trust will ask for permission to share names and addresses with its trading subsidiary company The National Trust (Enterprises) Limited, with local member associations and with "corporate partners" (companies with which affinity products have been developed; an example is the National Trust Travel Collection). The campsite staff will ask whether the Visitor agrees to such use of the Visitor's name and address at the time of booking. If the Visitor wishes to alter the preferences expressed at any time the Visitor should write to the campsite.

17 Failure to exercise

The fact that The National Trust 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 National Trust of such right in that or any subsequent incidence.

18 Notices

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter or facsimile transmission to the address appearing in the Bookingf 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.

19 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.

20 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.

21 Headings

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

22 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 National Trust. 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.

23 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.