

TERMS AND CONDITIONS FOR CAMPING AT ALTON WATER CAMPSITE

1. DEFINITIONS

'Approved Camping Accommodation'	A tent and/or caravan and/or campervan and/or motorhome and/or camping pod plus an Awning which together do not exceed the size of a Pitch
'Accompanying Vehicle'	Any vehicle which is used by the Camper at the Campsite to transport or otherwise assist in the movement of individuals and/or Approved Camping Accommodation.
'Annex'	An extension to Approved Camping Accommodation or an extension to an Awning which does not fit within the definition of an Awning
'AW'	Anglian Water Services Limited
'Awning'	A single 3-sided extension attached to Approved Camping Accommodation
'Bank Holiday'	A nationally acknowledged public holiday
'Camper(s)'	The individual(s) who are granted permission to camp on a Pitch at the Campsite by AW for the Camping Period subject to the Terms and Conditions contained herein
'Campsite'	Alton Water Camp Site situated at Alton Water Park at TM 155357 in the district of Babergh
'Camping Period(s)'	The time and date for which the Camper is permitted to use the Campsite at the discretion of AW (with the end time being the checkout time for the Camper).
'Booking Request(s)'	An acceptable form of request from a would-be Camper to AW requesting the hire of a Pitch for a specified Camping Period. Acceptable Booking Requests are subject to minimum Camping Periods as detailed in clause 3. <i>Booking Requests</i>
'Pitch(es)'	Any 10m x 10m parcel of land at the Campsite designated to be available for camping in Approved Camping Accommodation by AW
'Terms And Conditions'	This document and any accompanying schedules
'Visitor(s)'	Any individual who is not a Camper, AW employee or person attending the Campsite in an official capacity (law enforcement, fire-fighter, paramedic)

2. AGREEMENT TO TERMS AND CONDITIONS

- 2.1.** By submitting an online Booking Request and completing the electronic tick box, the Camper agrees to the Terms and Conditions. In the alternative, by submitting a Booking Request in writing, in person, or over the telephone, the Camper agrees to the Terms and Conditions.

3. BOOKING REQUESTS

- 3.1.** The Camper making a Booking Request must be at least 18 years of age at the time of making the Booking Request. Evidence of age may be required to confirm that the Camper is above the age of 18.
- 3.2.** Additional Campers may be under the age of 18 but must be accompanied by a Camper over the age of 18 who agrees to be responsible for the actions of any Campers under the age of 18.
- 3.2.1.** Additional Campers must be named on the Booking Request.
- 3.3.** Booking Requests are subject to minimum Camping Periods as follows:
- 3.3.1.** The minimum Camping Period is 2 nights, except during the periods detailed at clauses 3.3.2 and 3.3.3.
- 3.3.2.** Where a Camping Period includes any date between (and including) 20 July and 27 August, the minimum Camping Period is 3 nights.
- 3.3.3.** Where a Camping Period is due to end on a Saturday or Sunday where the succeeding Monday is a Bank Holiday, the Camping Period will be extended to end on the Monday and the additional cost will be charged to the Camper at the time of the Booking Request (during a Bank Holiday weekend a Booking Request must include Friday, Saturday and Sunday night or Saturday, Sunday and Monday night).
- 3.4.** Acceptance of the Camper's Booking Request will take place after the Camper has made payment to AW for the amount quoted by AW and when AW confirms in writing to the Camper that the Booking Request has been accepted. AW may also verbally inform the Camper that the Booking Request has been accepted.
- 3.5.** AW reserves the right to reject any Booking Request without reason.

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- 3.6.** The Camper's attendance at the Campsite must be for tourism or leisure as usually defined. An extended stay for the purposes of an on-going residence is not permitted. A stay for business purposes is not permitted. Any Booking Request which AW believes is not for tourism or leisure will be rejected.

4. ANNEX

- 4.1.** An Annex is chargeable as additional Approved Camping Accommodation and should be requested as such on a Booking Request. The charge for an Annex will form part of the full payment and is due before a Booking Request will be accepted by AW.
- 4.2.** If the Camper does not request an Annex on their Booking Request, no permission will be granted to erect the Annex until such time as full payment is made to AW. AW cannot guarantee that an Annex will be permitted to be erected at the Campsite and Any Annex erected by the Camper at the Campsite without prior permission from AW may result in the exercise of AW's rights under clause 12. *Termination* and 13. *Right of removal*.

5. PAYMENT

- 5.1.** AW's estimated charges are displayed on the AW website www.anglianwaterparks.co.uk. Charges shown on the website are subject to change and vary in accordance with the Camper's Booking Request and individual circumstances.
- 5.2.** The Camper must pay the full amount quoted by AW via an accepted payment means as follows:
- 5.2.1. Via the online booking system at www.anglianwaterparks.co.uk/campsite
 - 5.2.2. Via the reception desk at Alton Water Visitor Centre, Holbrook Road, Stutton, Ipswich, Suffolk, IP9 2RY.
 - 5.2.3. Payments must be made using a credit or debit card.

6. OWNER'S RESPONSIBILITIES

- 6.1.** Once a Booking Request has been accepted, AW will reserve a Pitch for the Camper for the Camping Period.
- 6.2.** AW has total discretion as to the Pitch provided to the Camper and reserves the right to assign the Camper any Pitch without need to acknowledge the Camper's preferred Pitch. The suitability of any Pitch at the Campsite cannot be guaranteed by AW.
- 6.3.** AW will endeavour to provide for Camper's reasonable additional requirements to assist the Camper's ability to enjoy use of a Pitch during the Camping Period, provided that these additional requirements are notified to AW at the time of booking. Additional requirements are not guaranteed as part of an accepted Booking Request and do not have refundable value against the payment.
- 6.4.** AW will provide an authorised representative at the Campsite for the Camping Period. The authorised representative will be identifiable as an employee of AW and will be the Camper's first point of contact with AW during the Camping Period.
- 6.5.** AW may provide further information from time to time in the form of local tourist information, help, advice or assistance relating to the Campsite.

7. SERVICES PROVIDED

- 7.1.** AW will endeavour to provide the following services throughout the Camping Period:
- 7.1.1. A single 13A electric hook-up on each Pitch,
 - 7.1.2. A standpipe per every group of 4 Pitches,
 - 7.1.3. A shower facility shared amongst the entire Campsite,
 - 7.1.4. A toilet facility, including disabled toilet facility, shared amongst the entire Campsite,
 - 7.1.5. A chemical toilet disposal facility shared amongst the entire Campsite,

8. CANCELLATIONS & REFUNDS

- 8.1.** An accepted Booking Request is a contract for the provision of leisure services during the Camping Period; therefore, the Camper does not have a statutory right to change their mind and cancel the contract without financial detriment. AW allows the Camper a contractual option to cancel a Booking Request in accordance with clause 8.2.
- 8.2.** Cancellation of a Booking Request by the Camper must be made via telephone or in person only.

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- 8.2.1. Cancellations made within 14 days of the start of the Camping Period will not be eligible for a refund and no funds will be returned to the Camper.
 - 8.2.2. Cancellations made between 14 and 30 days before the start of the Camping Period will be eligible for a 50% refund of any sums paid.
 - 8.2.3. Cancellations made over 30 days before the start of the Camping Period will be eligible for a full refund of any sums paid.
 - 8.2.4. Where the Camper is eligible for a refund under clauses 8.2.2 and 8.2.3, this will be made by AW within 30 days and via refund to the credit or debit card used for payment.
- 8.3.** Cancellation of a Booking Request by AW before the start of a Camping Period or during the Camping Period will entitle Campers to a full refund.
- 8.3.1. AW will notify the Camper of a cancellation by writing to the Camper at the address provided on the Booking Request. AW reserves the right to notify the Camper in person or via a telephone call.
 - 8.3.1.1. To receive the refund under clause 8.3, the Camper must contact AW to provide any details required by AW to make the refund.
 - 8.3.1.2. Where the Camper is eligible for a refund under clause 8.3, this will be made by AW within 30 days of receiving the information required under clause 8.3.1.1 and via refund to the credit or debit card used for payment.
 - 8.3.2. By acting in accordance with clause 8.3, AW is not liable for any other costs or any sums apart from the sum paid by the Camper to AW when the Booking Request was accepted.

9. CHANGES TO A BOOKING REQUEST

- 9.1.** A change to a Booking Request includes alterations to: the length of the Camping Period, the number of Pitches, the number of guests, the size and nature of the Approved Camping Accommodation and/or Annex and/or Awning.
- 9.2.** If the Camper wishes to change a Booking Request, they can amend their online booking or via telephone or in writing as soon as possible and in all cases at least 14 days prior to the start of the Camping Period. Requests to change a Booking Request within 14 days of the start of the Camping Period may not be accommodated.
- 9.2.1. AW endeavours to accommodate changes to Booking Requests but may reject requests where the requested change cannot be met.
 - 9.2.2. If a change is deemed acceptable by AW, the Camper will immediately pay AW any increase in costs prior to the changed Booking Request being finalised. Where the cost of the Camper's Booking Request is lower as a result of the change, AW will refund the difference to the Camper if the request is made more than 14 days prior to the start of the Camping Period.
- 9.3.** If AW needs to change a Booking Request, notification will be given to the Camper in writing to the Camper at the address provided on the Booking Request. AW reserves the right to notify the Camper in person or via a telephone call.
- 9.3.1. If AW change a Booking Request in accordance with clause 9.3, AW will only be liable to the Camper for foreseeable losses that are an obvious consequence of AW's change to the Booking Request. AW will have no liability to the Camper for any unforeseeable losses suffered by the Camper.

10. DAMAGE

- 10.1.** The Camper is responsible for covering the cost of any damage caused to AW property by the Camper or their Visitors during the Camping Period.

11. SITE RULES

- 11.1.** Failure to comply with any of the Site Rules contained within Schedule 1 may result in the termination of the Camping Period in accordance with clause 12. Termination below and may result in AW exercising its right of removal under clause 13. *Right of Removal.*

12. TERMINATION

- 12.1.** AW may terminate the Camping Period at any time without reason.
- 12.1.1. In the case of termination by AW due to reasons other than under clause 12.2, the Camper may be entitled to a refund up to the equivalent value paid for the time which would be remaining during the Camping Period but for the termination.
- 12.2.** Failure to comply with any of the Terms and Conditions will result in termination of the Camping Period.
- 12.3.** AW may terminate the Camping Period by:

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12.3.1. Verbal notification to the Camper by a representative of AW; and /or

12.3.2. In writing where deemed appropriate.

12.4. The termination will be immediately effective upon verbal notification or written notice to the Camper.

12.5. Upon termination of the Camping Period, the Camper will immediately vacate the Campsite removing all property.

12.6. No refunds are due to the Camper upon termination of the Camping Period.

13. RIGHT OF REMOVAL

13.1. AW reserves the right to ask the Camper to vacate the Park or to remove the Camper from the Campsite at any time for any reason including any breach of any clause within these Terms and Conditions.

13.1.1. AW's exercise of its right of removal is a simultaneous use of AW's right of termination under clause 12. *Termination* and all sub-clauses contained within that clause apply accordingly.

13.2. In exercising its right of removal, AW's liability to the Camper is limited to that stated in clause 14. *Liability*.

14. LIABILITY

14.1. The Camper's property, and that of any Visitors, is brought to the Campsite at their own risk. AW accepts no responsibility for any loss, theft, damage or deterioration to the Camper's property or that of their Visitors.

14.2. The Camper is responsible for their own safety whilst at the Campsite. Any accident or injury to the Camper whilst using the Campsite will be the full responsibility of said Camper.

14.3. Nothing in these Terms and Conditions is intended to limit AW's liability for:

14.3.1. Death or personal injury caused by AW's negligence, and

14.3.2. Fraud or fraudulent misrepresentation.

15. INDEMNITY

15.1. The Camper will indemnify AW against all proceedings, penalties, claims and costs in respect of any death, injury, loss or damage sustained by any person whatsoever through the Camper's actions/omissions, or actions/omissions of the Camper's Visitors, whilst using the Campsite.

16. DATA PROTECTION

16.1. These Terms and Conditions should be read in conjunction with the AW Privacy Policy which is available at <http://www.anglianwater.co.uk/privacy/>. The AW Privacy Policy sets out the terms on which AW process any personal data collected from Campers. By accepting the Terms and Conditions, Campers consent to such processing and warrant that all data provided to AW is accurate.

17. FURTHER TERMS & BYELAWS

17.1. The Campsite is a part of AW's Alton Water Park and Campers may make use of Alton Water Park's facilities as a usual consumer for full price during normal opening hours.

17.2. The Campsite and Alton Water Park are subject to AW Water Park Byelaws 2004 (the 'Byelaws'), a copy of which is available at <http://www.anglianwater.co.uk/leisure/water-parks/water-parks-byelaws.aspx>. Campers are required to observe the Byelaws at all times.

17.2.1. Where any clause in the Terms and Conditions conflicts with the Byelaws, the clause in the Terms and Conditions relates to Campers using the Campsite only.

SCHEDULE 1

18. ARRIVALS

- 18.1.** The Camper is required to register with AW in advance or on arrival. The Camper will be required to provide photographic identification in order to register with AW.
- 18.2.** Arrival time for checking in to the Campsite is after 13:00 and before 20:00 unless otherwise agreed with AW.
- 18.3.** Upon arrival, the Camper will be assigned a Pitch and will proceed to that Pitch without disrupting the quiet enjoyment of other Campers on other Pitches.
- 18.4.** One Accompanying Vehicle is permitted per Pitch. Additional Accompanying Vehicles may be parked at the pay and display car park at Alton Water Park as a usual consumer for full price during normal opening hours.

19. USING THE PITCH

- 19.1.** Numbered markers are used to identify a Pitch. Campers are to ensure that Pitch numbers are visible and should report any damage to Pitch numbers so that AW can reinstate the Pitch number.
- 19.2.** To reduce the risk of accidental fire spreading, a minimum of 6 metres spacing must be maintained between adjacent Approved Camping Accommodation (an Awning should be attached directly to Approved Camping Accommodation and forms part of that Approved Camping Accommodation for the purposes of measuring distance).
- 19.3.** Pitches must be left clear of any waste, rubbish and belongings at the end of the Camping Period.

20. SANITATION & WASTE DISPOSAL

- 20.1.** Campers may only empty the contents of chemical toilets at the disposal points provided.
- 20.2.** Campers may only dispose of nappies and similar bulky items by placing them in a bag and putting the bag in the bins provided.
- 20.3.** Campers must collect waste water in a suitable container and empty it at the disposal point provided.
- 20.4.** Campers are asked to recycle as much rubbish as possible and use the recycling points provided.
- 20.5.** Campers must place non-recyclable rubbish in the bins provided.
- 20.6.** Campers must not dispose of medical waste in the Campsite bins. Campers are asked to make arrangements with AW staff when making a Booking Request if they require medical waste disposal.

21. NOISE & LIGHT

- 21.1.** Campers must keep all noise to a considerate noise level throughout the Camping Period and when arriving or departing from a Camping Period.
- 21.2.** Campers must keep noise to an absolute minimum between 23:00 and 08:00.
- 21.3.** Campers must ensure that light does not exceed a reasonable level required for the safe movement around their Pitch and the Campsite.

22. BARBECUES

- 22.1.** Barbecues are permitted provided they are placed outside and raised off the ground enough to reduce fire risk and avoid damage to the grass.
- 22.2.** Campers must keep smoke and fumes under control and respect other Campers.

23. VISITORS

- 23.1.** Visitors are permitted to visit Campers provided that they arrive after 08:00 and depart before 23:00. The Camper must inform AW that a Visitor will be attending in advance and provide sufficient details for that Visitor to be easily identifiable by AW.
- 23.2.** Visitors are not permitted to bring their own transport onto the Campsite and must use the pay and display car park at Alton Water Park as a usual consumer for full price during normal opening hours.
- 23.3.** Campers are fully responsible for the actions of their Visitors and any action by a Visitor which contradicts these Terms and Conditions will be treated as a breach by the Camper.

24. DOGS & OTHER PETS

- 24.1.** Most household pets are permitted provided prior notice is given to AW on the Booking Request and subject to clauses 24.2 and 24.3.
- 24.2.** Campers are responsible for the behaviour of their pets and must ensure that their pets are under control at all times:
 - 24.2.1. Dogs must be kept on a secure lead.
 - 24.2.2. Dog fouling at the Campsite or Alton Water Park must be cleaned up immediately and disposed on in the dog bins provided.
- 24.3.** Only guide or assistance dogs are allowed into any of the facilities on the Campsite.

25. TRAFFIC

- 25.1.** Cars are permitted on the Campsite for access and egress only.
- 25.2.** A 10 miles per hour speed limit is in place throughout the Campsite and Alton Water Park.

26. GENERAL BEHAVIOUR

- 26.1.** Ball games are not permitted on the Campsite apart from in areas assigned for such games by AW staff.
- 26.2.** Campers must respect the comfort and convenience of the local community, residents and other Campsite users.
- 26.3.** Verbal or physical abuse and foul or abusive language is not tolerated.
- 26.4.** Smoking is permitted in designated smoking areas.
- 26.5.** Campers must not undertake any dangerous, offensive, noisy, illegal or immoral activities on the Campsite.

27. DEPARTURES

- 27.1.** Campers must vacate their Pitch by 12:00pm and the Campsite immediately after.
- 27.2.** Extended stays can be arranged with AW subject to availability and additional charges.