



## CAMPING TERMS & CONDITIONS 2019 IN RELATION TO THE TEMPORARY CAMPSITE AT THORESBY PARK, NORTH NOTTINGHAMSHIRE AS PART OF THE OUTLAW X TRIATHLON EVENT 2019

### Acceptance of Terms and Conditions

The following Terms and Conditions relate to the temporary campsite at Thoresby Park, Newark, Nottinghamshire, NG22 9EQ (the “**Campsite**”), which will be available from Friday 20 September to Sunday 22 September 2019 as part of the Outlaw X (OX) Triathlon event 2019 (the “**Event**”), organised by One Step Beyond Promotions Limited (company number 04986926) whose registered address is 62 Buckingham Gate, London, SW1E 6AJ (the “**Organiser**”).

Camping at the Campsite (in a tent, caravan or camper van) from Friday 20 September to Sunday 22 September 2019 (or any combination of these dates) is subject to and conditional upon the following Terms and Conditions:

#### **1: Your Campsite booking**

By booking to stay at the Campsite as detailed on the [www.outlawtriathlon.com](http://www.outlawtriathlon.com) website you, as the person making the booking, agree to abide by the following Terms and Conditions.

The Organiser reserves the right to accept or decline bookings entirely at its discretion. Your contract with the Organiser will begin when you receive an automated confirmation email from the Organiser, following completion of a transaction through the online payment system. Your contract with the Organiser will be on the terms set out in these Terms and Conditions.

You, as the person making the booking, will be responsible for all members of your party. Children under the age of 18 must be accompanied by an adult.

#### **2: Paying for your Campsite booking**

You must pay the Organiser the total amount payable for your booking at the time of booking. The Organiser accepts payment by approved debit card or credit card only.

#### **3: Campsite Information**

All necessary information pertaining to the Campsite is published on [www.outlawtriathlon.com](http://www.outlawtriathlon.com). You will not receive anything in hard copy format. It is your responsibility to ensure that you have accessed the relevant information.

Details of Campsite check-in procedures will be outlined in the ‘Final’ Thoresby Park Camping information document, which will be emailed to you by the Organiser approximately 1 week before your check-in date. Please ensure that you and your party familiarise yourselves with and adhere to the rules in the Thoresby Park Camping information document. If you or your party do not adhere to these rules, the Organiser may terminate your Campsite booking and require you and your party to leave the Campsite immediately (without any compensation being payable) in accordance with section 5 below.



#### 4: General Campsite rules

- All dogs to be kept on a lead throughout the Campsite and owners must clear up any dog waste and dispose of in one of the bins situated around the Campsite or remove from the Campsite. If it is deemed a pet is creating a nuisance or causing disturbance to others, you will be asked to remove them from the Campsite. Any breed of dog listed under the Dangerous Dogs Act 1991 is not permitted on the Campsite.
- Camp fires are not permitted on the Campsite. BBQs must be purpose built and portable, standing clear of the ground. There must be no possibility of damage to the ground. Only gas BBQs are permitted on the Campsite.
- Servicing chemical toilets must only be done at a chemical disposal point, using water from that source. You must wrap disposable nappies and similar bulky items in a bag and place them in the bin provided. You must not put them in the toilets or chemical closet emptying points.
- Ball games, frisbee, cricket and any games that may interfere with the enjoyment of others are not allowed in the vicinity of units.
- You must not use the Campsite in connection with any commercial activity.
- You must keep the Campsite clean and tidy. All rubbish must be cleared and put into rubbish bins on the Campsite. If you need to use medical equipment which results in clinical waste you must provide your own safe means of disposal.
- You must not use the Campsite, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities.
- You must not cause any nuisance or annoyance to Campsite guests or staff during your stay on the Campsite. No music may be played after 10.30pm.
- You may be subject to security checks that may include body, bag and/or vehicle searches at the entrances to and throughout the Campsite.
- The following items are prohibited from the Campsite:
  - any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives, large corkscrews), pyrotechnics and “personal protection” sprays;
  - fireworks, Chinese/flying lanterns, flares, the burning of plastics, generators, glass containers, portable laser equipment including laser pens or any illegal or offensive items or substances;
  - the flying of model aircrafts, drones and kites.

Any such items will be confiscated and handed to Campsite security staff for disposal and individuals in possession of such items may be refused entry to or ejected from the Campsite.

- If the Campsite is damaged by you or your party during your stay, the Organiser has the right to recover the cost of the damage from you.
- For your safety, we have a “six metre rule” which means that units (excluding guy ropes) must be 6 metres apart from adjacent units in order to protect against fire;
- The unit (along with any ancillary equipment) must fit within the confines of your pitch whilst maintaining the 6 metre rule. If this cannot be achieved you may need to purchase an additional pitch (if available) or remove the ancillary equipment;
- Toilet tents may only be erected within the confines of the pitch; and
- All loose equipment needs to be stored within the confines of your unit.
- You must ensure that the mains electrical cable from the hook up point to your unit and the unit’s installation are safe. All units should be protected by a residual current device (RCD). For tent campers, this should be incorporated into a purpose made mains supply unit designed for tent camping conditions.
- You may park your vehicle between units, provided that 3m clear space is left within the 6m gap, Vehicles on site should be parked at right angles to a slope where possible.
- The transfer or sub-letting of pitches is not allowed without the site team’s approval.



E V E N T S

For those with electrical hook ups, the maximum capacity is 16 amps per hook up. If any user has been found to exceed this then any damage or call out charges to fix the power supply will be recharged to the user.

#### 5: Right to evict

The Organiser is entitled to refuse admission or re-admission to, or to eject from, the Campsite any person (without any compensation being payable), including, without limitation if:

- the Organiser considers that you or your party have committed a breach of these Terms and Conditions;
- the Organiser considers that your or your party's behaviour endangers the safety of Campsite guests or staff;
- the Organiser considers that your or your party's behaviour prejudices the image, reputation or goodwill of the Event, the Organiser and/or Event partners/sponsors;
- you or your party engages in unacceptable or anti-social behaviour;
- your or your party is rude or abusive to Campsite guests or staff;
- you or your party causes damage to the Campsite (fair wear and tear excluded).

#### 6: Cancellation of your Campsite booking

If for any reason you wish to cancel your Campsite booking, you must inform the Organiser in writing as soon as possible and, in any event, prior to the first day of your booking. This must be done in writing via email to [info@osbevents.com](mailto:info@osbevents.com) or by post to Thoresby Park Camping Cancellation, OSB Events, 2 Pyke Road, Lincoln, LN6 3QS. Where you submit your cancellation by post, please include an email address, telephone number or postal address so your cancellation can be acknowledged. Please note that the Organiser is not responsible for any lost or delayed cancellations submitted via post. Please note you cannot cancel your Campsite booking via social media.

You should receive a confirmation of your cancellation within 5 working days. If this confirmation is not received within 5 working days, you should contact the Event Office immediately by telephone (01522 699950) or by email ([info@osbevents.com](mailto:info@osbevents.com)) to verify receipt of your request to cancel.

Your booking will be cancelled with effect from the day the Organiser receives your email or written notification. Refunds will be payable in the event of a cancellation by you as set out below:

| <u>Relevant cancellation date</u>                              | <u>Refund</u>  |
|--|--|
| Anytime up to and including 15 July 2019                       | Full refund of total booking charge minus £5.00 administration fee |
| Between 15 July 2019 and 30 August 2019 (both dates inclusive) | 50% of the total booking charge                                    |
| From 30 August 2019 onwards                                    | No refund  |

If the Organiser cancels your booking because of circumstances beyond the reasonable control of the Organiser including, without limitation, war, civil or political unrest, transport disruptions, terrorism, including reasonable threat thereof, inclement weather conditions, death of a member of the royal family and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body, on advice of any security or police force and/or local authority consent or approval, or withdrawal of such consent or approval, ("**Force Majeure**"), then you will be entitled to a refund of the booking amount paid by you. You will not be entitled to compensation of other losses, such as travelling expenses.



## **7: Changes to your Campsite booking**

If you want to change any detail of your confirmed booking you must let the Organiser know by telephone (01522 699950) or by email ([info@osbevents.com](mailto:info@osbevents.com)) as soon as possible and include details of the requested changes. The Organiser will try to accommodate your changes, however, the Organiser cannot guarantee that it will be able to make the requested changes.

## **8: The Organiser's liability to you**

Under no circumstances shall the Organiser and its affiliates be liable to you in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of acceptance of your booking) arising out of your stay on the Campsite or any other matter arising under these Terms and Conditions nor for an aggregate amount greater than the booking amount paid by you.

To the maximum extent permitted by law, the Organiser hereby excludes any liability for loss, injury or damage to persons/property in or around the Campsite.

Nothing in these Terms and Conditions shall exclude or limit the liability of the Organiser:

- for death or personal injury caused by the Organiser's negligence;
- for fraud or fraudulent misrepresentation; or
- for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.

## **9: General**

These Terms and Conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Campsite booking. The Participant acknowledges and agrees that in submitting his/her Campsite booking he/she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person) other than as expressly set out herein.

If any provision of these Terms and Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.

These Terms and Conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.

