

Terms and Conditions – The Enda Ryan Poppy Pod Scheme

1 Who your agreement is with

1.1 The Enda Ryan Poppy Pod Village (**the Scheme**) is Tile Barn's legacy to Armed Service personnel. The pods (**Pod** or **Pods**) are in perpetuity to recognise and remember the sacrifices made and faced by the Armed Forces community.

1.2 The Enda Ryan Poppy Pod Village is located at Tile Barn Outdoor Centre (**the Centre/We**), which is part of Hampshire Outdoor Centres and is managed by Hampshire County Council (**HCC**).

2 These terms and conditions

2.1 These terms and conditions (**Agreement**) apply only to military personnel who are members of the Enda Ryan Poppy Pod Scheme (**Member** or **Members/You**) and will be incorporated into your booking once payment for membership is received.

2.2 Failure to comply with this Agreement may result in the cancellation of your membership.

2.3 The Member shall have liability for and shall indemnify the Centre for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Member or any of the Member's party, of the terms of this Agreement including any negligent or reckless act, omission or default.

3 Joining as a member

3.1 Membership runs from 1st January to 31st December each year. You must become a member to use the Scheme.

3.2 Membership will cost £30 per annum payable in advance of the Centre processing your membership request.

3.2.1 The cost of Membership is non-refundable.

3.3 Once your membership has been processed, You will be issued with a membership number.

3.4 Membership is only open to current serving members of the UK Armed Forces, reservists or military veterans who served in a full-time capacity; documentation must be produced to verify this each time you visit the Centre.

3.5 Acceptable documentation includes a valid Military Personnel ID Card or a discharge letter for veterans.

3.6 If you're unable to produce this documentation on arrival you understand that you will be refused entry to the Centre and your membership will be cancelled with immediate effect and without refund.

4 Booking procedure

4.1 In order to complete your booking You will need to provide your membership number, without the membership number, You will not be allowed to make a booking.

4.2 Bookings are made online via a private link which will be emailed once membership has been approved.

4.2.1 Only one booking can be submitted for the months of July and August (peak season).

4.2.2 Once a booking has been made, You will receive an automated email confirming it.

4.3 The Pod accommodation is only free of charge to Members and up to 3 other members of their immediate family for a maximum of 2 nights at

weekends and 4 nights during Hampshire School Holidays between February and October half terms.

4.3.1 Immediate family being the Members spouse (or current partner, if unmarried) and the Members' offspring.

4.4 Additional items and activities will be charged for and can be paid for prior to or on arrival. We can only accept debit/credit cards for bookings made online / by phone. Payments in person can be made by cash or debit/credit card. All payments are non-refundable.

4.5 A maximum of 1 pod can be booked per Member per visit. 2 pods will only be allocated to meet the requirements of families with more than 2 children. There is a maximum occupancy of 4 people per Pod.

4.6 Only 1 booking can be submitted in a 7 day period per Member unless The Centre has sent you an email advising you that your requested dates are not available. If more than 1 booking is received, The Centre will respond to the earliest received booking (either confirming availability or non availability) and will cancel any subsequent booking enquiries within the 7 day period.

4.7 Bookings can only be made for the current year.

4.8 Bookings submitted less than 7 days prior to the arrival date may not be processed by the Centre.

4.9 Due to high demand, The Centre cannot take provisional bookings.

4.10 Availability enquiries over the phone only act as guidance. Bookings can only be taken via the online system.

5 Alterations and cancellations

5.1 Your booking shall be in accordance with the details confirmed by the Centre and shall be non transferable.

5.2 Although no payment is taken for the Pod, as a matter of courtesy, please notify the Centre in writing if you need to cancel your booking. This will free up availability for other members. Cancellations with less than 2 months notice will result in the charge of a cancellation fee to You; £25.00 for a weekend booking and £50.00 for a week booking.

5.2.1 Any non arrivals will also lead to immediate cancellation of your membership; any subsequent bookings will be taken as cancelled and your online account will be deactivated.

5.3 Any change of date constitutes a cancellation and is subject to the cancellation policy above (section 5.2). To do so We will require written confirmation of the cancellation and submission of a new booking with the required dates. The new booking will be subject to online availability.

5.4 Should You need to cancel your booking then You must advise the Centre of the cancellation in writing (email is acceptable) to poppypods@hants.gov.uk please quote your name, membership number and details of the booking. We will process your cancellation and let You know when this has been done. If a cancellation fee applies We require this to be paid before the cancellation can be actioned.

6 Our service to You

6.1 We do all that we can to ensure you enjoy your stay. However, occasionally problems occur and if they do, or You have any concerns about your accommodation when staying with the Centre, please

tell the Centre Reception immediately and We will respond to You as soon as possible. We will not be responsible for any matter which you knew about during your stay but did not tell the Centre about during your stay. If any matter is not resolved during your stay you must notify the Centre in writing of this as soon as possible (and in any event within 21 days of the end of your stay) as otherwise We will not be able to consider the matter further.

7 Cancellation or changes by the Centre

7.1 In exceptional circumstances, We may have to cancel or change some aspects of your booking. If We do so, we will tell you as soon as possible prior to your agreed start date. We do not pay compensation in any circumstances where We have to cancel your booking including those arising from Force Majeure i.e. circumstances beyond our control (but not limited to) industrial disputes, natural disasters, fire, technical problems, bad weather and acts of government.

8 Arrival and departure times

8.1 Check in and key collection will open from 4pm on the date of your arrival (unless agreed otherwise in writing). If You believe You may arrive after 6pm then You must inform the Centre. If You do not inform the Centre and/or your intended accommodation is not occupied by 9am on the day after your arrival date We will treat your booking as cancelled and re-let the accommodation. You are required to depart from your accommodation by 10am on your departure date.

9 Standards of behaviour

9.1 The Scheme is mainly used by families and we would ask that the behaviour of You and your party reflects this fact. Noisy, offensive, or inappropriate behaviour or actions likely to cause harm to any other guest, members or our staff or anyone's property at the Centre will not be tolerated and We reserve the right to refuse entry to and/or eject any person who, in the reasonable opinion of the management of the Centre, does not comply with these standards of behaviour and may result in cancellation of Poppy Pod membership.

9.2 If, on entry to the Centre, in the reasonable opinion of the Centre management, We believe that You or a member of your party may not comply with the standards of behaviour, We reserve the right to refuse entry, or not hand over accommodation, to any persons, or groups of persons, at our discretion.

9.3 Parents/guardians are responsible for their offspring/children in their care. All children must be properly supervised by parents or guardians and not left unattended on site at any time during your stay, including all Centre organised activities. We reserve the right to deny access to our facilities and/or any children's activities if, in the reasonable opinion of the Centre management, We believe that any child or children will be unduly disruptive.

9.4 Members and their families must not enter the camping or accommodation areas of other groups and must respect the personal space of other guests.

9.5 Members and their families must act upon any instructions given by Centre staff as these may be for the protection of young people on site or for health, safety or security reasons. Failure to do so may result

in the Member and all persons within the Member's booking being asked to leave the site.

10 Number of your party

10.1 The Centre is a safe site for schools and groups of young people. It is not a public camp site. Only pre-booked groups, Members and their families detailed on the booking forms are allowed on site. Members must not invite additional visitors to the site as they will not be allowed access.

10.2 The total number in your party (including children and babies) must not exceed the capacity of the accommodation as advertised. This will be no more than 4 to a Pod. In the event that these numbers are exceeded, We reserve the right to exclude or refuse entry to any or all members of your party from the Centre.

11 Guests with specific needs

11.1 Most of our Pods offer specific accommodation suitable for wheelchair users or those who may have mobility difficulties. However certain accommodation and locations may not be suitable. If your party includes someone with specific requirements, please let the Centre know at the time of booking.

12 Smoking and alcohol policy

12.1 It is illegal to smoke inside enclosed public buildings. Please ensure that You and other members of your party smoke in the designated smoking area and extinguish cigarettes in the bucket provided. Smoking is also forbidden in all of our accommodation areas however We cannot guarantee that any accommodation has been smoke free.

12.2 Vaping on site/in accommodation is also forbidden; please ensure this only takes place at the smoking area too.

12.3 Consumption of alcohol is permitted during your stay, however We ask it is of a social level and that You and your party adhere to our site rules, which includes keeping noise to an absolute minimum between the hours of 22:30-07:30.

12.4 Any acts of unacceptable language/behaviour/unwilling to follow this Agreement due to excessive alcohol consumption will result in You being asked to leave the Centre. Any member of staff reserves the right to call 999 if they feel they require further assistance.

12.5 Alcohol is strictly not allowed to be stored in the public fridges on site as children under 18 have access to this area.

12.6 Please ensure that all bottles/cans are disposed of in the bins provided.

13 Pets

13.1 No animals are allowed within the Centre apart from registered assistance dogs.

13.2 We cannot guarantee that pets have never occupied any of our Pods

13.3 Assistance dogs must be kept on a lead at all times and you must clean up after your dog. Assistance dogs should not be left unattended in the Pods or elsewhere in the Centre and must not be allowed on bedding and seating.

14 Special requests

14.1 Please note that we will do our best to meet any special requests, however we are unable to guarantee any special requests. Please note that special requests do not form part of the booking contract and are not a condition of the booking.

15 Use of your Pod

15.1 You are required to take good care of your Pod whilst you occupy it. At the end of your stay, please leave your Pod as you found it. Cleaning equipment is available from the reception. We ask that all rubbish is placed in the bins provided and the Pod is free of natural objects such as twigs/acorns/pine cones.

15.2 If your Pod is left in an unacceptable state we have the right to take legal action to recover the cost of damage sustained during your stay and any reasonable additional cleaning charges we incur in respect of your failure to comply.

15.3 If we need to enter your Pod for whatever reason during your stay we'll do our best to inform you of our intention to do so. If we're unable to contact you, or in the event of any emergency, we reserve the right to enter your Pod at any reasonable time in order to inspect the accommodation or carry out repairs.

15.4 Hampshire County Council does not accept any responsibility for the theft or loss of your personal possessions whilst in our Centre and You should take appropriate security measures to insure and ensure against theft and loss.

16 Your car

16.1 You should comply with speed limits, parking and other traffic regulations in our Centre. All vehicles are brought on to the Centre at their owner's risk and HCC does not accept responsibility for loss or damage to these except where it is caused by our negligence or fault.

16.2 All cars must be signed in at reception and display a parking slip on the dashboard.

16.2.1 Any car that fails to display a car parking slip will be reported as suspicious.

16.3 Large vehicles such as people carriers/minibuses must be parked in the top car park.

16.4 Blue badge holders will have access to the disabled parking bays located next to the Pods.

17 Limitation of liability

17.1 We accept responsibility for those arrangements for your stay that are within our control, but We cannot accept liability for any loss or damage suffered by You or any member of your party unless there was wilful default by the Centre, our employees or agents.

Please note that your personal belongings are your responsibility at all times and we cannot be held responsible for any loss or damage.

17.2 You must make your own enquiries and arrangements (including, where appropriate, having any necessary insurance cover in place).

18 Marketing accuracy

18.1 Whilst every care is taken to ensure that the details in our brochures and on our website are correct at the time of being published, the photographic images shown are for illustration purposes only and the details may be subject to alteration. The

photography within the brochure and website is to be used only as a guide.

19 Data Protection Legislation

19.1 The information You have supplied will be used to:

a) Process your booking and payment

b) Inform You about other courses and activities HCC provide, if you consent.

Please tick the box on the booking page if You would like to receive this information. You can withdraw consent at any time by contacting the Centre at: bookings.hoc@hants.gov.uk

19.2 Please also refer to the relevant Privacy Notice associated with your booking displayed on the booking page at the time of the booking.

19.3 You acknowledge that HCC is legally bound to comply with Data Protection Legislation and the Freedom of Information Act 2000 (**FOIA**) and every person who enters into an agreement with HCC is subject to Hampshire County Council's rights and duties under the General Data Protection Regulations (**GDPR**) and FOIA.

20 General provisions

20.1 HCC reserves the right to update and/or amend this Agreement at any time and at the beginning of every membership period. If the amendment is within the membership period, We will provide You with reasonable notice of any changes via email.

20.2 If any court or relevant authority decides any of the terms in this agreement are unlawful, the remaining paragraphs will continue in full force.

20.3 Where HCC do not insist on performance of the Member's obligations under these conditions or do not enforce rights against the Member or delay in doing so, that will not mean these rights have been waived.

20.4 These conditions are governed by English law. You and HCC agree to submit to the exclusive jurisdiction of the English courts.

20.5 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

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