

Conditions of Letting

PLEASE BE AWARE THAT THESE CONDITIONS OF LETTING GOVERN YOUR LETTING AND USE OF THE CARAVAN. PLEASE CAREFULLY READ THESE CONDITIONS OF LETTING AND MAKE SURE YOU ARE COMFORTABLE WITH THEM BEFORE YOU SUBMIT YOUR BOOKING FORM TO US. IF YOU ARE UNSURE OF ANYTHING, PLEASE LET US KNOW AND WE WILL EXPLAIN IT TO YOU.

1. Interpretation

The definitions in this clause apply to these Conditions:

Booking:	Your hiring of the Caravan as confirmed in our Booking Confirmation. The Caravan is a fully accessible Caravan with four single beds in two bedrooms and a double bed in the living area;
Booking Confirmation:	our written confirmation of your request to book the Caravan;
Booking Form:	the booking form provided at https://www.iwight.com/iwforms/sbbooking
Booking Form Reference:	the unique number issues by Us at the time Your Booking is confirmed.
Caravan:	the Caravan located at Lower Hyde, Languard Road, Shanklin, Isle of Wight PO37 7LL
Cleaning Charge:	as defined in clause 4.2;
Conditions:	the conditions of letting set out in this document which together with the Booking Form create the Contract;
Contract:	the contract between you and us for the hiring of the Caravan which consists of the Booking Form and these terms and conditions;
Day Guests:	any person visiting the Caravan but not named on the Booking Form and not staying overnight;
Guest:	any person named on the Booking Form as staying in the Caravan overnight;
Park:	the park where the Caravan is located being Landguard Road, Shanklin, Isle of Wight, PO37 7LL
VAT:	value added tax and any other tax or levy which may supplement or replace VAT from time to time;
We/Our/Us:	Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD; and
You/Your:	the person booking the Caravan.

2. Eligibility and Opening Times

- 2.1. The Caravan is available for hire by the parents and/or carers of children and young people with a disability who are members of Short Breaks.
- 2.2. The Caravan can be booked from 15 March to 2 November subject to availability. The Caravan can be booked for up to a maximum of 7 consecutive nights.

3. **The Booking Process**

- 3.1. If you would like to book the Caravan, please complete the online Booking Form. Payment of either the Deposit and Cleaning Charge or the Price in full is required at the time of payment.
- 3.2. We may decline your Booking if either:
 - 3.2.1. the Booking Form is not fully completed; or
 - 3.2.2. the required payment is not made

4. **Price and Payment**

- 4.1. The price of hiring the Caravan is set out in the price list which is available at <https://www.iwight.com/azservices/documents/2839-Caravan-Information-and-Tariff-Sheet-2016-update.pdf> ('the Price'). The price includes VAT.
- 4.2. In addition to the Price, an additional £25 is payable for cleaning and bed linen hire ('the Cleaning Charge').
- 4.3. You are also required to make payment of a £50 deposit ('the Deposit'). The Deposit paid will be off set against the Price.
- 4.4. You must pay the balance of the Price of Your Booking by no later than 28 days before the first day of the period of Your Booking. If We do not receive Your payment We will treat Your Booking as cancelled by You and clause 5 will apply.

5. **Cancellation**

- 5.1. If you would like to cancel Your Booking it is Your responsibility to do so via <https://www.iwight.com/ShortBreaksBookings/>
- 5.2. In the event that You cancel Your Booking the following charges will apply:
 - 5.2.1. If You cancel Your booking more than 30 days before the first day of the period of Your Booking, We will, subject to clause 5.3, keep Your Deposit. We will refund the Cleaning Charge to you. No other money will be payable by you to us;
 - 5.2.2. If You cancel Your Booking less than 30 days and more than 48 hours before the first day of the period of Your Booking, You will, subject to clause 5.3, have to pay Us half the Price. We will keep Your Deposit and any Cleaning Charge you have paid Us as payment toward the money you owe Us;
 - 5.2.3. If You cancel Your Booking less than 48 hours before the first day of the period of Your Booking, You will, subject to clause 5.3, have to pay the full Price. We will keep Your Deposit and any Cleaning Charge You have paid us as payment toward the money You owe Us.
- 5.3. If You cancel Your Booking, We will always try to book the Caravan out to somebody else. . If we manage to book the Caravan out to somebody else to cover any part of the period of Your Booking, Your liability to Us under clause 5.2 will be reduced by the amount We receive from the replacement customer so far as that amount relates to the period of Your Booking.
- 5.4. Please be aware that We may cancel Your Booking if the Caravan is, for a reason beyond our control, unavailable for the period of Your Booking. Reasons for cancellation include (but are not limited to):
 - 5.4.1. if the Park is flooded;
 - 5.4.2. if the Park closes;
 - 5.4.3. if the Caravan is damaged by fire or adverse weather conditions;
 - 5.4.4. if the Caravan is vandalised.If We cancel Your Booking, We will fully refund all money You have paid Us for Your Booking.

6. **Club Passes**

- 6.1. You will be provided with free club passes for You and Guest to enable You to enjoy the Park's facilities during Your stay.
- 6.2. Day Guests will not be given free club passes but can purchase these directly from the Park.

7. **Checking In and Out**

- 7.1. You can check-in to use the Caravan from 16:00hrs on the first day of the period of Your Booking. You must check-out and vacate the Caravan by 10:00hrs on the final day of the period of Your Booking.

- 7.2. On arrival please collect passes from Reception. The keys will be in a key lock box and the code will be emailed to you.
- 7.3. You must ensure that the Caravan keys are returned to the lock box on departure and passes are returned to the Park's reception on check-out. If Keys and passes are not returned You may incur an additional cost to replace them.

8. Visitors

- 8.1. Only the people named on the Booking Form may stay in the Caravan overnight.
- 8.2. You must notify the Park reception in advance if You are expecting Day Guests.

9. Rules and Requirements

- 9.1. During your Booking, You and Your Guests:
 - 9.1.1. Must not use the Caravan for any purpose other than as private living accommodation;
 - 9.1.2. Must not cause a nuisance or disturbance in or around the Park or to any other Park users;
 - 9.1.3. Must comply with all applicable Park rules;
 - 9.1.4. Must not make any additions or alterations to the Caravan or its contents;
 - 9.1.5. Must take reasonable care of the Caravan and its contents and must report any faults, defects, damage or breakages to the Park's reception and the Short Breaks unit as soon as You can;
 - 9.1.6. Must not cause any damage to the Caravan, its contents or to any other property at the Park;
 - 9.1.7. Must not smoke in the Caravan;
 - 9.1.8. Must not bring pets into the Caravan or onto the Park (except guide dogs); and
 - 9.1.9. Must allow Our staff or agents and the Park's staff reasonable access to the Caravan for the purpose of inspecting the Caravan and carrying out maintenance and repairs to the Caravan and its contents and for the purpose of maintaining, repairing or installing services to the Caravan an or to other parts of the Park.
- 9.2. You must leave the Caravan clean and tidy when You check-out at the end of your Booking. If You do not leave the Caravan clean and tidy when You check-out, you may incur and additional charge.
- 9.3. In the event that You or Your Guests cause loss or damage to the Caravan or equipment therein We reserve the right to impose an additional charge to cover the repair and/or replacement as may be required.

10. Rights of Occupation

- 10.1. We permit You to occupy the Caravan for the period of Your Booking.
- 10.2. The hiring of the Caravan by Us to You is not intended to create the relationship of landlord and tenant between You and Us.
- 10.3. You shall not be entitled to a tenancy, or an assured shorthold tenancy, or to any statutory protection or to any other statutory security of tenure now or when the period of Your Booking ends.

11. Our Obligations

- 11.1. We will make sure that:
 - 11.1.1. the Caravan is available to You throughout the period of Your Booking;
 - 11.1.2. so far as is reasonably practicable the Caravan is safe and suitable for Your and Your Guest's intended use;
 - 11.1.3. the Caravan is clean and tidy upon Your arrival on the first day of the period of Your Booking.

The above obligations are in addition to any legal rights You may have.

12. Data Protection

- 12.1. For the purposes of the Data Protection Act 1998 (DPA), We are the data controller of the personal data You provide to Us.
- 12.2. We will collect and process Your and Your Guest's personal data (including sensitive personal data) for the purpose of making sure that the Caravan is suitable for You and Your Guests and for the purpose of fulfilling Your Booking. We will not use Your or Your Guest's personal data for any other purpose.

12.3. We will not transfer Your or

Your Guest's personal



data to any third parties unless required to do so by law or to enforce our rights under the Contract.

- 12.4. You have the right to access the information We hold in relation to You. Your right of access can be exercised in accordance with the DPA. Any access request may be subject to a £10 charge to cover Our costs in providing You with details of the information We hold.

13. **Limitation of Liability**

13.1. Nothing in the Contract shall exclude or limit in any way either party's liability for:

- 13.1.1. Death or personal injury caused by its negligence;
- 13.1.2. Fraud or fraudulent misrepresentation; or
- 13.1.3. Any other liability which cannot be excluded or limited by law.

13.2. Subject to clause 13.1:

- 13.2.1. If You or We fail to comply with the Contract, neither of Us shall be responsible for any losses that the other suffers as a result, except for those losses which You or We could reasonably foresee would result from the failure to comply with the Contract at the time we entered into the Contract with one another; and
- 13.2.2. As We hire the Caravan for private purposes only, We shall have no liability to You for any loss of profit, loss of business, loss of goodwill, loss of opportunity or damage to reputation arising under or in connection with the Contract.

14. **Insurance**

- 14.1. We recommend that You take out insurance to protect You from any unforeseen incidents which may affect Your Booking or Your use of the Caravan.

15. **General**

- 15.1. The headings used in these Conditions shall not affect their interpretation.
- 15.2. References to clauses are to the clauses of these Conditions.
- 15.3. Any reference to a statute is a reference to that statute as modified or replaced from time to time.
- 15.4. Changes to these Conditions must be made in writing and signed by both You and Us.
- 15.5. The terms of Your Booking are personal to You. You may not transfer any of Your rights or obligations under the Contract to another person without our prior written consent, which We will not unreasonably withhold. We can transfer all or any of Our rights and obligations under the Contract to another organisation, but this will not affect Your rights under the Contract.
- 15.6. All notices sent by You to Us must be sent to Us at Short Breaks, County Hall, High Street, Newport, PO30 1UD. We may give notice to You at the address You have set out in the Booking Form. Notices will be deemed delivered 3 days after posting. In proving service, it will be sufficient to show that the notice was properly addressed, stamped and placed in the post.
- 15.7. The Contract shall be governed by English law and You and We both submit to the non-exclusive jurisdiction of the English courts.