

THE OPEN EXPERIENCES

ACCOMMODATION ONLY TERMS & CONDITIONS

VERSION: SEPTEMBER 2026

INTRODUCTION

Thank you for choosing to book accommodation through us.

Please read this document carefully as it sets out the terms of our relationship with you. All of our Accommodation Only Terms & Conditions (**Accommodation Terms**) are important. We recommend that you print/keep a copy for your records.

When we dispatch our Booking Confirmation Email to you, this is the stage that your contract forms with us and is binding. If you then choose to cancel your booking, the cancellation charges set out in these Accommodation Terms will apply, which can be 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

You must not transfer, resell, offer, expose or make available any services you purchase from us.

We are a Member of ABTA, membership number V4759.

Your booking does not constitute a "package" as defined by the Package Travel and Linked Travel Arrangements Regulations 2018 and therefore in relation to your booking you will not be entitled to any of the rights afforded by the Package Travel and Linked Travel Arrangements Regulations.

WHICH TERMS APPLY TO YOUR BOOKING?

Sections 1 to 8 and 12 to 19 set out the general terms that apply to every booking. You must also read the section below that applies to the accommodation type stated in your Booking Confirmation Email:

- **Hotel Accommodation:** Section 9 applies.
- **Camping or Glamping:** Section 10 applies.
- **Private Accommodation:** Section 11 applies.

The accommodation-specific section applies in addition to the general terms. If there is any inconsistency, the accommodation-specific section will apply to your accommodation type.

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SECTION 1 – HOW TO MAKE YOUR BOOKING

YOUR BOOKING REQUEST AND OUR BOOKING REQUEST ACKNOWLEDGEMENT

- (1) You may make a booking request online via our website or by returning to us a signed booking request form. After completing your booking request and paying the required deposit (*see Section 3 – Payment*) you should receive a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request, except where you request Private Accommodation, for which the process in Section 11 applies. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (*see Section 15 - Contact*).

- (2) By making a booking request, you promise that you are at least 18 years old. Any booking requests that do not comply with this will be cancelled.

WHEN YOUR CONTRACT WITH US FORMS

- (3) We will consider your booking request and confirm to you in writing if we accept it. Your contract with us forms and is binding when we dispatch our Booking Confirmation Email to you. If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.

- (4) Confirmation of your booking request is subject to availability and at our sole discretion.

CHECKING YOUR BOOKING CONFIRMATION EMAIL

- (5) It is your responsibility to check the information detailed in your Booking Confirmation Email is complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within of receipt, any changes after this time may be subject to administration and/or cancellation charges as set out in *Sections – 4, 5 and 6*.

- (6) It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect. If we discover an error in your Booking Confirmation Email we will inform you in writing of this error and we will give you the option of:

- (a) paying any additional fees to continue to purchase the booking as incorrectly listed in your Booking Confirmation Email;
- (b) accepting the correction to the Booking Confirmation Email; or
- (c) cancelling your booking and receiving a full refund.

- (7) We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error using the contact details you have provided, we will treat the booking as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakeable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect price. The provision of the original or incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

PAYMENT

- (8) The payment terms applicable to your booking depend on the accommodation type selected and are set out in the relevant accommodation-specific section of these Terms. Any payment received before your booking request is confirmed will be held by us pending acceptance of your booking request.

- (9) If we do not accept your booking request, we will return any payment received from you (*see Section 3- Payment*).

CONDITIONAL BOOKING REQUESTS

- (10) We do not accept booking requests that are conditional on any special requests you have made, unless we confirm this in your Booking Confirmation Email.

QUOTATIONS

- (11) If we have provided you with a quote it will remain valid for 48 hours unless we say otherwise. If you choose to progress the quote, you must confirm this to us in writing and our acceptance of your booking request is still subject to availability at the time of booking and no contract will form until we issue you with a Booking Confirmation Email.

SECTION 2 – YOUR BOOKING

THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Accommodation Terms in order to submit a booking request. When you make a booking request, you guarantee that you are an authorised representative of and you have the authority to accept all of these Accommodation Terms on behalf of the booking party (**Group**). You are responsible for ensuring all of your Group comply with the Accommodation Terms.
- (2) The booking contract is made up of these Accommodation Terms and your Booking Confirmation Email and is between us and the Lead Booker. We will only discuss the booking with the Lead Booker, except where we have (at our sole discretion) agreed with the Lead Booker to discuss the booking with a named third party and have received from the Lead Booker written authorisation confirming the named third party's details. The Lead Booker promises that they have the authority to make, amend and/ or cancel the booking on behalf of the Group and each Party Member.
- (3) The Lead Booker shall be liable for:
 - (a) the full payment of any deposits and balances;
 - (b) the payment of any amendment fees or cancellation charges;
 - (c) confirming the details all the persons named in the booking to us;
 - (d) passing on to all persons in the booking any and all information issued by us including, without limitation, these booking conditions; and
 - (e) the conduct of the persons in the booking (see Section 12 Your Obligations, Section 13 If Thing's Don't Go Quite Right and Section 18 Customer Code of Conduct).

IF THE LEAD BOOKER IS NOT PART OF THE GROUP

- (4) If the Lead Booker submits the booking request but will not be part of the Group then the person listed as Party Member 1 will become the Lead Party Member. If there is no person listed as Party Member 1, the Lead Booker must nominate another Party Member to become the Lead Party Member. The Lead Booker will receive all correspondence in respect of the booking and will be the main contact for the booking, unless you tell us otherwise in writing. The booking contract will remain with the Lead Booker.
- (5) When the Group is using the accommodation, the Lead Party Member will be the main contact for the in relation to the accommodation booking and will receive relevant booking information.

YOUR INFORMATION

- (6) You are responsible for promptly informing us should any of the personal information provided for your booking change (for example a change of correspondence address or change of name). We will not be responsible or liable for any losses occurring due to incorrect or out of date information provided by you or your Group.

STATUS

- (7) Your booking request is for the accommodation you have selected. We call this your "booking" and will confirm these details to you in writing in a Booking Confirmation Email when your booking request is accepted.
- (8) The content, duration and particulars of a booking may vary from the date of publication of a quote, brochure, marketing material or content on our website to when your booking is confirmed. You should check if your booking has changed prior to making your booking request.

THE TERMS & CONDITIONS OF YOUR BOOKING

- (9) We reserve the right to alter these Accommodation Terms from time to time in accordance with changes to legislation, regulations and ABTA Guidelines and Code of Conduct.

ADDITIONAL PRODUCTS AND SERVICES

- (10) Your booking includes those products and services confirmed to you in the Booking Confirmation Email. If you purchase additional, upgrades, products and services they do not form part of your booking and will be governed by separate terms and conditions. Please note that a third party's terms and conditions may change from the time of booking their products or services. Unless you book and pay for additional products and services through us we are not responsible for them.
- (11) We do not guarantee that any optional additional service or product mentioned in our brochures, on our websites or elsewhere will be available to book during your booking and/or will operate as advertised as these services are not under our control. They may not be available for various reasons and are strictly subject to availability. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such additional product or service.

TRANSFERRING YOUR BOOKING

- (12) Your booking is not transferable unless we agree otherwise and confirm this in writing. You must not sell, advertise for sale, donate, (including charity donations), auction or raffle your booking, or any part of it to another person, company or organisation. If you breach this obligation, we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking. Nothing in this clause is intended to exclude or limit your statutory rights in relation to your booking.

LINKED BOOKINGS

- (13) If you request to link your booking to that of another group, we will only be able to link those services which are the same as the services in the other group's booking.
- (14) A request to link your booking must be made not less than 8 weeks before the start of your booking by the Lead Booker of both groups requesting to link their bookings. If only one of the groups Lead Bookers makes a linked booking request, we will not be able to link the bookings.
- (15) It may not always be possible to link bookings even when the same services are included in the group's booking. Where you select to link bookings, any linking is at our discretion, the linked booking request does not form part of your booking, and the request is not a term of the contract between us.

SECTION 3 – PAYMENT

PAYMENT OF YOUR BOOKING

- (1) The payment terms applicable to your booking depend on your accommodation type. Please see Section 9 – Hotel Accommodation, Section 10 – Camping and Glamping or Section 11 – Additional Terms for Private Accommodation for the applicable payment amounts and due dates.

PAYMENT METHODS

- (2) You may pay by any payment method we make available to you at the time of payment or as set out on our invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- (3) When a payment instalment or final balance payment is due, we will either email, text or instant message you in advance of the payment due date with a request for the amount payable and provide you with instructions on how to make payment.
- (4) You must pay us in Pound Sterling unless otherwise stated. You will be responsible for paying all bank and foreign exchange charges as applicable.
- (5) Payments made by commercial, corporate or purchasing cards (including any card processed by our payment provider as a commercial card) are subject to an additional 1.5% processing charge on the relevant transaction value (including the booking price and/or Security Deposit). This charge applies to payments only and not to refunds. You must notify us in writing before paying if you intend to use such a card so we can confirm the charge. If you do not notify us and a payment is processed as such a card, you must pay the applicable processing charge (and any non-refundable fees incurred) on request. Our preferred payment method is bank transfer where possible.

LATE AND NON-PAYMENT

- (6) In the event you are not required to make payment at the time of your booking request, should you fail to make payment within 48 hours or such shorter period as we notify to you from the date of making your booking request, we reserve the right to deem your booking request withdrawn and cancelled.
- (7) If for any reason any payments are not received by us by the due dates, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation and resell the accommodation to a third party without liability to you.

PRICING

- (8) We reserve the right to alter the accommodation prices shown in our brochures or on our website.
- (9) You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed. If there is a pricing error, we will contact you before we confirm your booking.

WHAT IS NOT INCLUDED IN THE PRICE

- (10) Your Booking Confirmation Email will specify what is included in the price of your booking.
- (11) The following are not included in any booking price unless specified and you should budget for these expenses accordingly: transport to and from your accommodation, early check-in/late check-out, insurance, car parking, EV car charging, gratuities, internet access, baggage storage, meals, snacks and beverages. This is not an exhaustive list – if it is not in your Booking Confirmation Email it is not included in your booking.
- (12) Certain destinations may impose a tourist tax, city tax or similar local charge. This will not be included in the price of your booking, unless specifically stated in your Booking Confirmation Email. You will be responsible for checking and paying any such taxes directly to the accommodation provider or relevant local authority.

WHO IS RESPONSIBLE FOR PAYMENT?

- (13) The Lead Booker is responsible and liable for payment for all Party Members.
- (14) A third party may make payment on behalf of the Lead Booker, however the contract remains with the Lead Booker regardless of who has made payment.

REFUNDS

- (15) If, applicable, refunds will only be made to the payment source from which the payment originated; processing charges apply to payments only and will not be added to refunds.
- (16) Where we refund a payment, we will refund the amount originally received by us in pounds sterling (GBP). If you paid using a payment card or account denominated in another currency, the amount credited to you may differ from the amount originally paid due to exchange rate fluctuations and any fees or charges applied by your bank, card issuer or payment provider. We are not responsible for such differences.

ADDITIONAL NON-REFUNDABLE DEPOSITS

- (17) Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us. Such deposits do not form part of the cancellation terms (see *Section 6 - Cancellation*).
- (18) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (19) These additional payments may become non-refundable in part or full if we have made commitments to suppliers for those services for which we are unable to receive a full refund or are charged a cancellation fee.

SECTION 4 – CHARGES

CHARGES

- (1) The total price of the booking is inclusive of taxes (except as set out in these Accommodation Terms). Additional costs and charges that you may be required to pay (which are not included in your booking) are set out in this section.

CHARGES TABLE

- (2) The table sets out our charges and fees. Some fees can vary depending on the nature of your request.

<i>Amendment</i>	<i>Charge</i>
<i>Any changes to booking</i>	<i>£25 per Party Member per change</i>

- (3) All charges are separate to the booking contract and are non-refundable. You will be invoiced and required to make 100% payment upfront before your request is confirmed.
- (4) **SINGLE ROOM SUPPLEMENT** A Single Room Supplement will be applied to Hotel Accommodation if you amend your booking and the total number in your Group is lower than the total occupancy of the rooms booked.

SECTION 5 – CHANGES TO YOUR BOOKING

YOUR REQUEST TO AMEND YOUR BOOKING

- (1) If, after you have received your Booking Confirmation Email, you wish to change your booking or accommodation arrangements in any way, please contact us to discuss your requirements. Please note changes may not always be possible.
- (2) Any request for changes must be made in writing (which shall include email) by the Lead Booker.
- (3) You will be required to pay the relevant charges (as set out in *Section 4 – Charges*) if we agree to amend your booking, together with any other increase in price or charge as a result of the amendment. We will confirm the charges and costs in advance of making the amendment.
- (4) You should be aware that the closer to the booking date, the more difficult and costly changes are. You should contact us as soon as possible if you want to consider amending your booking.
- (5) Certain arrangements cannot be changed after a reservation has been made. Any amendment to those arrangements could incur a cancellation charge of up to 100%, and you may be required to pay the cost of the new services.
- (6) In addition to our charges (*see Section 4 – Charges*), suppliers may charge us for making your amendments. If they do, we will pass these charges on to you. Our charges will be payable notwithstanding whether a supplier charges for the amendment to the booking.
- (7) Amendments to products and services that do not form part of your booking will be subject to the terms and conditions applicable to those products and services.

IF WE CHANGE YOUR BOOKING

- (8) We make arrangements for your booking a long time in advance. Given this lead in time we may have to make insignificant changes to your arrangements and we reserve the right to do so at any time. We will advise the Lead Booker of any changes in writing at the earliest possible date.
- (9) If we are constrained by circumstances beyond our control and cannot fulfil any special requirements that we have previously accepted, we will inform you as soon as reasonably possible. You will have the choice of either:
- (a) accepting the change of arrangements; or
 - (b) accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value); or
 - (c) cancelling your booking and receiving a full refund of all monies paid in respect of your booking within 14 days of your cancellation.
- (10) We will inform you of any alternative we are offering, the period within which you must inform us of your decision, and the consequences of failure to respond within this period. If we do not receive a response within two attempts to contact you about this change, we reserve the right to terminate our contract with you and refund all monies paid.

- (11) We will not pay you compensation if we have to cancel or change your accommodation arrangements in any way because of unavoidable and extraordinary circumstances. These can include, for example, war, riot, industrial dispute (strikes), terrorist activity and its consequences, natural or nuclear disaster, fire, ash clouds, adverse weather conditions, drought, scheduling changes, epidemics, pandemics and unavoidable technical problems with transport.

SECTION 6 – CANCELLATION

IF YOU CANCEL YOUR BOOKING

- (1) You may cancel your booking at any time prior to the start of the booking. Depending on your accommodation type, please see Section 9 – Hotel Accommodation, Section 10 – Camping and Glamping or Section 11 – Additional Terms for Private Accommodation for the applicable cancellation details.
- (2) A cancellation can only be accepted in writing from the Lead Booker and is only effective from the date it is received in our offices.
- (3) The cancellation charges or retention will be applied regardless of the reason for cancellation. However, if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.
- (4) At minimum, your non-refundable deposit(s) and cancellation charges will be retained to cover the costs of the sale to you and subsequent re-sale (if possible). These are a genuine pre-estimate of our losses incurred due to your cancellation and it is irrelevant whether we re-sell your booking or not. Please note, if special arrangements have been specifically made for you, the cancellation charges will be higher as our losses will also increase due to the bespoke nature of the special arrangements and the likely impossibility of resale. Please note we are not required to re-sell your cancelled booking. If you have cancelled your booking and you are owed a refund, you will receive this as soon as is reasonably practical after the date we confirm the cancellation.

CANCELLATIONS FOR NON-REFUNDABLE AMENDMENTS

- (5) When you opt for upgrades, make bespoke arrangements or other special arrangements we may commit money on your behalf with the end supplier. Often the end supplier will require us to pay a non-refundable deposit and balance payments to secure these. If you cancel a booking and we cannot recover the monies from the end supplier for these arrangements we will charge this amount to you or deduct this from any refund in addition to the cancellation charges set out in the relevant terms applicable to that additional element. Cancellations for events and other additional products or services are dealt with in the relevant additional product or service terms.
- (6) If you are required to pay for any amendment to your booking and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit for that amendment.

IF WE CANCEL YOUR BOOKING

- (7) We reserve the right to cancel your booking. We will not cancel your accommodation, except:
- (a) for unavoidable and extraordinary circumstances;
 - (b) for failure by you to pay any sums when due; or
 - (c) if you are in serious breach of these Accommodation Terms.
- (8) Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- (9) If we cancel your booking (other than for non-payment of your booking instalments or for a serious breach of these Accommodation Terms), you will have the options set out in Section 5 (If We Change Your Booking).
- (10) If we cancel your booking because you are in serious breach of these Accommodation Terms (for example Section 17 – Customer Code of Conduct), the contract with us will terminate immediately and we will have no further responsibility or liability to you.

SECTION 7 – GENERAL INFORMATION

ACCESSIBILITY & SPECIAL REQUIREMENTS

- (1) Everyone is welcome to book accommodation with us but we will need to know if you require any assistance, have reduced mobility or have a medical condition that might affect your ability to use the accommodation.
- (2) If any member of your Group has a disability, reduced mobility, medical condition, or requires special assistance or specific accommodation arrangements, you must inform us as soon as possible and, in any event, at the time of making your booking request. We will use reasonable efforts to communicate your requirements to the relevant supplier or accommodation provider; however, we cannot guarantee that all requests can be accommodated. Special arrangements are subject to availability and may incur additional charges. You may be required to complete a questionnaire or provide further information promptly on our request.

CHILDREN

- (3) You must inform us of any children that are part of your Group. Each accommodation provider operates different rules regarding children and you must ensure compliance with these rules.
- (4) All children under 18 years of age staying at accommodation must be accompanied by an adult and must be supervised by an adult at all times.
- (5) We are unable to arrange cots for children and/or babies. If you require a cot you will need to provide your own.

LOST PROPERTY AND LEFT BELONGINGS

- (6) You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged.
- (7) We are not obliged to return to accommodation used by the Party Members to collect personal belongings left behind by you or any Party Member. Service providers are not obliged to hold or return lost property. Any assistance with the return of lost property by either us or the providers may incur additional charges.

COMMUNICABLE DISEASES

- (8) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading communicable disease while staying at the accommodation. It is not possible to prevent against the presence of the disease. Therefore, if choose to proceed with the booking and stay you are aware and accept that you may be exposing yourself to and/or increasing your risk of contracting or spreading communicable diseases. By accepting these terms and by booking accommodation you and your Group assume the risk to and understand this warning concerning any such communicable diseases. In this regard any Party Member waives the right to bring any claims including for personal injury, death, disease or property losses, or any other loss, including but not limited to claims of negligence and shall not seek damages, whether known or unknown, foreseen or unforeseen relating to any communicable diseases except for death or personal injury where caused by our negligence.
- (9) We will not be liable to you if you are unable to comply with the entry requirements or are prevented from entry due to failure to comply with any communicable disease related entry requirements. We are not responsible for any medical, hospital or related costs you or your Group incur as a result of illness, injury or contracting any communicable disease, and you must rely on your own insurance for such expenses.

SECTION 8 - INSURANCE

BOOKING WITH US

- (1) We consider adequate travel insurance with a reputable insurance company to be essential and as such we make it a condition of our contract with you. Your travel insurance should cover the cost of cancellation, medical expenses, loss of luggage or money, personal liability claims, participation in activities and costs of assistance (including repatriation) in the event of accident, injury, illness (including full Covid-19 cover) or death.
- (2) You promise and undertake on behalf of yourself and each Party Member to:
 - (a) arrange adequate insurance;
 - (b) not hold us responsible for any costs incurred by any Party Member due to your (or their) failure to take out adequate insurance; and
 - (c) indemnify us for any costs incurred by any Party Member due to your (or each Party Member's) failure to take out adequate insurance.
- (3) Confirmation of the above in no way limits or excludes your statutory rights or limits the legal obligation owed to you where the providers of your accommodation arrangements (such as accommodation provider) are at fault. By booking accommodation with us you agree to the indemnity detailed above and detailed during the booking process.
- (4) Generally, most insurance policies apply limits and exclusions based on the cost of the booking and your time spent away from home in any one year. It is your responsibility to check that you have adequate cover under your policy.
- (5) In addition, it is your responsibility to make sure there are no exclusion clauses within your policy relating to the activities or excursions to be undertaken during your booking.
- (6) It is your choice, but we recommend that you obtain insurance as soon as you can after your booking is confirmed as most insurance policies will provide coverage for cancellation and other events prior to your booking date.
- (7) All comments about insurance are intended to be general and not to amount to regulated financial advice or recommendation. If you are in doubt you should speak to your insurance broker/provider.

SECTION 9 – HOTEL ACCOMMODATION

PAYMENT OF YOUR BOOKING

- (1) We will invoice you for the total amount of your booking with your Booking Confirmation Email.

PAYMENT TERMS

- (2) The price of your Hotel Accommodation must be paid in the following instalments:

<i>Payment stage</i>	<i>Amount and timing</i>
At the time of booking	100% of the total booking price is due.

NON-REFUNDABLE

- (3) When you make payment of your booking you may be committing to the full amount of the booking and your payment may be non-refundable. Please refer to your booking request form and Booking Confirmation Email.

CANCELLATION TERMS

- (4) The following scale of cancellation charges will apply:

<i>When cancelled</i>	<i>Cancellation charge</i>
At any time before the booking starts	100% of the total booking cost, unless otherwise stated in the booking documents.
Unused services	No refund is payable for services not used.

CANCELLATION OF A PARTY MEMBER ONLY

- (5) If you have made a Group booking and wish to cancel part of the booking for a Party Member within your Group but the remainder of the Group still intends to travel, then the cancellation charges will apply as above but in relation to the pro rata total booking cost attributed to that Party Member. If this change creates an odd number within your Group then you will have to pay the Single Room Supplement (see *Section 4 - Charges*)

ACCOMMODATION RATING

- (6) Where possible, star ratings have been provided by the accommodation providers directly and may not correlate to the comparable European ratings.
- (7) You acknowledge that you have been provided with sufficient information to make an assessment as to whether your accommodation is suitable for your needs, irrespective of how we have classified it. You should not rely on our and/or local classification systems to infer facilities and standards of the accommodation that is comparable with European Standards.
- (8) All photographs for accommodation used and information provided are for the purposes of illustration only and should not be taken to be literal representations of actual facilities, accommodations or services offered unless otherwise advised. Such information and photographs are provided to us by the accommodation providers therefore we cannot guarantee their completeness or accuracy.
- (9) Whilst a hotel may have facilities advertised on its own website we are unable to guarantee the availability of these.

ACCOMMODATION TERMS OF OCCUPANCY

- (10) Our accommodation providers will have terms of occupancy that you will be required to accept when you check-in. These are often available on the accommodation provider's website. These may be updated from time to time and you must agree to the terms of occupancy.
- (11) We shall not be responsible to you for any breaches of the terms of occupancy and any subsequent refusal of the accommodation provider to accommodate any Party Member.

SINGLE ROOM SUPPLEMENT

- (12) Unless stated otherwise in your Booking Confirmation Email all our rates and charges are calculated on the total occupancy of the room being filled by your Group. All bookings for single room occupancy, (which may include a single bed only) or odd number Group bookings (the total number in your Group is lower than the total occupancy of the rooms booked) will be subject to our Single Room Supplement unless we agree otherwise in writing.

Example: A Group of four booked two twin rooms. The Lead Booker wishes to amend the booking, reducing the Group to three. As the total number in the Group (3) is lower than the total occupancy of the rooms (4), a Single Room Supplement would be applied in addition to the Any changes to booking Charge

ROOM TYPE AND CONFIGURATION

- (13) Your room type and configuration will be specified in your Booking Confirmation Email but you acknowledge that an accommodation provider can change this at their discretion and at short notice. As the accommodation provider reserves this right in our contract with them and we do not have control over this we shall not be liable to you for any changes to your room type or configuration that are imposed on us.

YOUR ACCOMMODATION

- (14) Your accommodation will be listed in your Booking Confirmation Email unless you have booked unnamed accommodation, in which case your accommodation will be confirmed to you prior to your stay.
- (15) The following are not included in the price unless specified and you should budget for these expenses accordingly: early check-in, portage, late check-out, storage charge, any room service, mini bar purchases, internet access, telephone charges, pay-tv services, spa and pool access, parking, food or beverage (unless breakfast is included) or any other service charges. This means your Group must settle all bills for additional purchases before you leave.
- (16) Please note that not all accommodation will have dining areas, 24 hr reception services, bars, room service, Wi-Fi/internet access, spa, fitness and swimming facilities, safes (in rooms or on site for the secure storage of belongings are not a confirmed facility), individually controlled air-conditioning or heating in the room or other services.
- (17) Please note that not all accommodation types will provide cleaning services to rooms on a daily basis., including but not limited to change of towels and toiletry refreshment.
- (18) You acknowledge that we have no control over the design, layout, floor allocation and views of the rooms provided, therefore we cannot guarantee any specific requests can be met.
- (19) Please note that for Twin/Triple/Quadruple rooms, the additional beds may be camp beds/fold-away beds/ sofa-beds etc.
- (20) You acknowledge that the accommodation provider is likely to operate a relocation policy if the accommodation is oversubscribed or rooms are unexpectedly unavailable. We shall liaise with you and the accommodation provider to manage the relocation but shall not be liable to you or the Party Members if an accommodation provider implements such a policy.
- (21) You acknowledge that accommodation providers have the exclusive right to supply food and drink on their premises and you will procure that the Party Members respect this right and only consume food or drink on the premises that is supplied by the accommodation provider.
- (22) While we endeavour to select accommodation in reputable areas, the nature of surrounding businesses may change without notice, and we cannot guarantee the absence of nightlife venues in the vicinity of your accommodation.

(25) We cannot guarantee that all accommodation will be available to check into upon your arrival.

LOYALTY SCHEMES

- (26) It may not be possible to use loyalty cards or member schemes in connection with the accommodation. Accommodation may not be deemed to be eligible in accordance with the relevant scheme's rules meaning that awards, points or similar may not accrue in connection with the stay.

BREAKFAST

- (27) Breakfast (if provided) will be confirmed in your Booking Confirmation Email. The format, style and content of breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'English breakfast' or 'continental breakfast' and may be local cuisine and/or may be served in a 'take away' style.
- (28) Breakfast (if provided) will be the standard breakfast supplied by the accommodation provider and as such it will not include the cost of all the items detailed on the breakfast menu.
- (29) Breakfast may be served in a different room to the official breakfast room and the breakfast options may be different to other breakfast offerings at the hotel. Party Members may not be able to access the regular breakfast setting.

SPECIAL DIETARY REQUIREMENTS AND ACCESSIBLE TRAVEL

- (30) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements.

We are unable to guarantee that food is not prepared in an area where allergens are present. Please note any special dietary requests may incur additional charges and cannot be guaranteed.

- (31) We cannot guarantee that cooking appliances in self-catering accommodations are allergen-free. Items such as toasters and grills may have been exposed to gluten or other allergens.
- (32) Where you have notified us of any accessibility requirements, reduced mobility, medical condition or need for special assistance, we will liaise with the accommodation provider regarding the arrangements available. Accessible facilities and rooms are subject to availability and may differ between accommodation providers. Disabled access routes may differ from the hotel's main access routes and may include the use of staff lifts or back-of-house areas.

USE OF THE ACCOMMODATION

- (33) Accommodation must be used by the Party Members named in your booking. You must not allow other people to stay in your room(s). You are not permitted to change the room names at check-in and any room name change requests must be made to us prior to your date of booking and will incur an amendment charge (*see Section 4 – Charges*).

REFUSED ENTRY

- (34) If you or any Party Member are refused entry to accommodation, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

CAR PARKING

- (35) Please let us know as soon as possible if you require car parking facilities at your hotel. Car parking: is not guaranteed, may incur additional fees, may be on a first come basis and may not be on the site of the hotel. Car parking is not available at every hotel.
- (36) If you use car parking facilities at your hotel you accept that cars are parked at your own risk.

SECTION 10 - CAMPING AND GLAMPING

PAYMENT OF YOUR BOOKING

- (1) We will invoice you for the total amount of your booking with your Booking Confirmation Email.

PAYMENT TERMS

- (2) The price of your Accommodation must be paid in the following instalments:

<i>Payment stage</i>	<i>Amount and timing</i>
At the time of booking	100% of the total booking price is due.
Security deposit	£100 per camping or glamping tent, added to the Final Balance payment and refundable subject to permitted deductions.

NON-REFUNDABLE

- (3) When you make payment of your booking you may be committing to the full amount of the booking and your payment may be non-refundable. Please refer to your booking request form and Booking Confirmation Email.

CANCELLATION TERMS

- (4) The following scale of cancellation charges will apply:

<i>When cancelled</i>	<i>Cancellation charge</i>
At any time before the booking starts	100% of the total booking cost, unless otherwise stated in the booking documents.
Unused services	No refund is payable for services not used.

CAMPING AND GLAMPING – IMPORTANT INFORMATION

- (5) If you have a camping or glamping option as your booking, the campsite providers' terms or additional terms and conditions that may be made available from time to time. will apply to you and by making a booking request, you agree to be bound by these terms which will be made available to you at the time of your booking request (if they are available).
- (6) You are fully responsible for the use of and any damage to the equipment and facilities provided to you during your stay. The cost of repairing any such damage will be charged to you.
- (7) If any additional charges are levied on us by the campsite provider as a result of your stay you agree to pay us in full for such additional charges on demand.
- (8) Any changes to your camping or glamping option will be subject to the provisions of Section 5 - Changes to Your Booking.
- (9) Example: A Group of four booked a tent with a capacity of four people. The Lead Booker wishes to amend the booking, reducing the Group to three. If this change is accepted by us, a refund would be eligible on the Ticket only for the person no longer attending. An administrative charge would also be required to be paid by you for the change to your booking (see Section 4 - Charges).
- (10) You acknowledge and agree that:
- (a) it is your responsibility to check that your travel insurance cover is suitable for your needs and covers your camping or glamping booking.
 - (b) you will be required to pay for all products, services and charges connected with your camping or glamping including electrical hook up, gas, parking fees, fines, additional furniture, food and beverage and any other product or service not included in your Booking Confirmation email.
 - (c) valuables are kept in your tent at your own risk.

YOUR ACCOMMODATION

- (11) Your camping products and the specifications, for example, facilities and pitch sizes will be communicated to you when available.
- (12) All Party Members must pitch as directed by the campsite provider.
- (13) Pitches may or may not be pre-allocated by the campsite provider prior to arrival. The Open Experiences cannot guarantee that all Party Members will be allocated on adjacent pitches.

- (14) You must report to the campsite provider's reception upon arrival and comply with their check-in process. Party Members may be required to present valid photographic ID and any documentation, which may include, but is not limited to your Booking Confirmation and corresponding ticket for The Open. The campsite provider may operate an access control system (including wristbands or similar accreditation) and Party Members must wear, display and/or produce such accreditation on request. We will advise you of these details in advance. Details of check in times and check out times will be provided to you when available. On the day of your departure, you must leave your accommodation and the area on which it is pitched in a clean and tidy state. If you fail to vacate your tent/pitch by the required check-out time or otherwise overstay, you agree to pay (on demand) any additional charges levied on us by the campsite provider and/or our reasonable administration costs in dealing with the overstay. Overstaying may also result in removal from the campsite.

- (15) Commercial, promotional and trading activities are not permitted at the campsite (without express prior written permission of The Open Experiences).

NOISE AND QUIET HOURS

- (16) Party Members must act considerately and keep noise to a reasonable level at all times. Quiet hours apply between 22:00 and 07:00 (or such other hours as notified by us and/or the campsite provider). During quiet hours, Party Members must not play amplified music or engage in behaviour likely to disturb other guests. Foghorns, airhorns and similar devices are not permitted at any time. We and/or the campsite provider may require any Party Member or Group to reduce noise and persistent or serious breaches may result in removal from the campsite, without refund.

ALCOHOL

- (17) Party Members must comply with any alcohol policies imposed by the campsite provider and/or any on-site licensed premises. We and/or the campsite provider may restrict where alcohol may be consumed and may refuse service and/or require Party Members to dispose of alcohol where reasonably necessary for safety or compliance. Drunken or disorderly behaviour may result in removal from the campsite, without refund.

PROHIBITED ITEMS AND SMOKING/VAPING

- (18) Please note that BBQs, gas stoves, campfires (including the burning of plastics) or cooking equipment of any type, fireworks, generators, flying lanterns, flags and flag poles, and flares and any other articles that the campsite provider deems from time to time are not permitted at the campsite. Cooking equipment of any type is not permitted anywhere on the campsite and Party Members must not cook inside tents or other camping/glamping accommodation. Candles, naked flames and any similar fire risk items are not permitted. Any items prohibited by this clause may be confiscated by the campsite provider. Commercial, promotional and trading activities are not permitted at the campsite (without express prior written permission of The Open Experiences).
- (19) Smoking and vaping (including e-cigarettes) is not permitted inside any tent or covered accommodation, and Party Members must comply with all smoking/vaping restrictions on the campsite, without refund.

PETS

- (20) No animals are permitted at the campsite, except registered guide dogs (and/or other recognised assistance dogs) accompanying a Party Member. If you intend to bring a guide/assistance dog you must notify us at the time of booking (or as soon as reasonably possible after booking) and you must carry any relevant registration/identification documents and comply with any reasonable requirements of us and/or the campsite provider. If you arrive with an animal in breach of this clause, you and/or the relevant Party Member may be refused entry to the campsite and/or required to leave, without refund (with the exception of registered guide dogs).

CAR PARKING

- (21) Car parking will not be included in your booking, unless specifically confirmed in your Booking Confirmation. Any Car parking is subject to the availability of the campsite provider. This may be at an additional cost. Car parking areas will be specified by the parking provider.

VIDEO AND CCTV

- (22) All Party Members consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or by any CCTV cameras and recordings at the Campsite for security purposes. This may include use of footage and images by The R&A for marketing purposes and includes footage and images broadcast or published by The R&A and by third party rights holders. Where you are the responsible adult accompanying a junior and you are their parent or guardian, you consent to their images being taken and used in accordance with the provisions of this paragraph. Where you are the responsible adult accompanying a junior and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of this paragraph.

SPECIAL ASSISTANCE

- (23) Camping and glamping accommodation may not be suitable for all guests. Where you have notified us of any accessibility requirements, reduced mobility, medical condition or need for special assistance, we will liaise with the campsite provider

regarding the arrangements available. Due to the nature of camping and glamping accommodation, accessibility features and facilities may be limited and specific requests cannot be guaranteed.

SECURITY DEPOSIT

- (24) A refundable deposit of £100 is required to be paid for each camping or glamping tent. This deposit will be added to your Final Balance payment. Subject to any deductions, we will arrange for the deposit to be refunded after the campsite provider has confirmed the tent/pitch condition and we have received confirmation of any charges. We may deduct from the deposit any amounts reasonably required to cover loss, damage, additional cleaning (including for smoking/vaping), missing items, or any charges levied on us by the campsite provider arising from your stay. If the costs exceed the deposit, you agree to pay the balance to us on demand. Any security deposit will be subject to these Accommodation Terms.

WEATHER

- (25) In reference to adverse weather conditions, to clarify, this includes persistent heavy rain which results in the flooding of tents provided, or the campsite as a whole, and it is your responsibility to find alternative accommodation for yourself or any members of your party, at your own cost.

HEALTH AND SAFETY

- (26) To protect your own safety and those of other guests, please act responsibly. Medical treatment at the campsite is your responsibility. Party Members must ensure children are supervised at all times.
- (27) The Open Experiences reserves the right to impose health and safety related protocols which Party Members must comply with that The Open Experiences considers appropriate or that it might be required to implement.

REMOVAL FROM CAMPSITE

- (28) Without limiting Section 11 (Conduct and Behaviour), if a Party Member or Group breaches these Camping and Glamping terms and/or the campsite provider's rules (including prohibited items, fire safety, noise, or behaviour standards), we and/or the campsite provider may refuse entry to or remove the relevant Party Member(s) from the campsite. In such circumstances, no refund will be payable and you remain responsible for all costs and charges incurred as a result, including any charges levied on us by the campsite provider.

VOLUNTEER CAMPING ONLY

- (29) A Volunteer Camping Booking refers to a campsite reservation made by an individual who has been formally accepted as a volunteer for The Open ("**Volunteer Camping Booking**").

SECTION 11 – PRIVATE ACCOMMODATION

- (1) The provisions of this Section apply where your Booking Confirmation Email confirms that your accommodation is Private Accommodation. In the event of any conflict between this Appendix and the remainder of these Terms, this Appendix shall prevail in relation to Private Accommodation only.

BOOKING REQUEST PROCESS

- (2) To request Private Accommodation, you must submit a reservation request through our website. Our sales team will contact you to obtain any further information we reasonably require about your booking, including information about the proposed occupants.
- (3) If the requested Private Accommodation is available, we will issue an invoice for the payment due under this Section. You will not receive an automated Booking Request Acknowledgement Email.
- (4) We will consider your booking request and confirm to you in writing if we accept it. Your contract with us forms and is binding when we dispatch our Booking Confirmation Email to you. If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.
- (5) As part of the reservation process, we may require the Lead Booker and/or Party Member 1 to provide information and documentation reasonably required for the booking, including photographic identification and contact details. We may refuse a reservation request if the requested information or documentation is not provided within a reasonable period.

PROPERTY MANAGEMENT

- (6) Private Accommodation may be owned by a third party and managed by an accommodation provider or property manager on our behalf. You agree to comply with any reasonable check-in procedures, property rules and occupancy requirements notified to you before or during your stay.

PAYMENT TERMS

- (7) The booking deposit is a non-refundable part-payment of the total booking cost (50% of the booking cost) and is applied toward the cancellation charges set out in this Section.
- (8) The security deposit, equal to 25% of the total booking cost and payable in addition to that cost, is held as security for loss, damage, additional cleaning, missing items, breaches of these Terms, or charges incurred by us from the property owner or manager arising from your stay. Subject to any permitted deductions, it will be refunded within 28 days after check-out or after we receive confirmation of the relevant charges.
- (9) The price of your Private Accommodation must be paid in the following instalments:

<i>Licence Agreement Date</i>	<i>Payment (% of full booking value)</i>	<i>Due Date</i>
211 days or more before the start of your booking	50% Booking Deposit	On receipt of an invoice after submitting your booking request
	25% of the booking cost	210 days prior to the first date of your booking
	Remaining 25% balance of the booking cost + 25% Security Deposit	120 days prior to the first date of your booking
210 to 121 before the start of your booking	50% Booking Deposit + 25% of the booking cost	On receipt of an invoice after submitting your booking request
	Remaining 25% balance of the booking cost + 25% Security Deposit	120 days prior to the first date of your booking
120 days or less before the start of your booking	100% of the booking cost	On receipt of an invoice after submitting your booking request
	25% Security Deposit	

CANCELLATION TERMS

- (10) The following scale of cancellation charges will apply:

<i>Days before the start of your booking</i>	<i>91 or more</i>	<i>90 or less</i>
Cancellation charge as a percentage of total booking cost	50%	100%

GUEST INFORMATION AND IDENTIFICATION

- (11) Prior to arrival, we, the property owner and/or accommodation manager may require the Lead Booker and/or members of the Group to provide identification, contact information or other information reasonably required for booking administration, security, compliance or property access purposes.
- (12) Failure to provide requested information may result in delayed check-in or cancellation of your booking.
- (13) The named Lead Booker or Party Member 1 must be present at the Private Accommodation for the duration of the stay.

CHECK-IN AND CHECK-OUT

- (14) Check-in arrangements, property access details and check-out instructions may differ from those applicable to other accommodation types and may be provided closer to your arrival date and may differ from any times advertised on our website. The check-in/check-out timings and arrangements will be notified to you before arrival and shall apply.
- (15) Any keys, lock-box codes, access codes and property-access instructions provided to you are confidential and must not be shared with any person other than members of your Group authorised to stay at the Private Accommodation. You must notify us promptly if you believe any such information has been disclosed, lost or compromised.
- (16) You must comply with all notified arrival and departure procedures.
- (17) On departure, you must:
- leave the Private Accommodation in a reasonable condition;
 - remove rubbish and personal belongings;
 - close and lock all windows and doors, where locks are provided;
 - return keys to nominated place; and
 - report any breakages or damage.

GUEST ALLERGIES

- (18) Please inform us as soon as possible of any food allergies, animal allergies, or other relevant allergen sensitivities. We will use reasonable efforts to notify the accommodation provider and request that any known allergens are removed or minimised where practicable. However, we cannot guarantee that the accommodation will be completely free from allergens.
- (19) We cannot guarantee that cooking appliances in self-catering accommodations are allergen-free. Items such as toasters and grills may have been exposed to gluten or other allergens.

SPECIAL ASSISTANCE

- (20) Private Accommodation varies significantly in design, age and accessibility. Where you have notified us of any accessibility requirements, reduced mobility, medical condition or need for special assistance, we will communicate these requirements to the accommodation provider or property manager. However, we cannot guarantee that a property will be suitable for all accessibility needs unless specifically confirmed in writing.

USE OF THE PROPERTY

- (21) Private Accommodation must be used solely for residential accommodation purposes.
- (22) You must act in a responsible manner at all times and must not engage in anti-social behaviour, misuse the Private Accommodation or engage in any illegal activity.
- (23) Pets are not permitted.
- (24) Parties, events and gatherings are strictly prohibited.
- (25) Smoking, vaping or the use of e-cigarettes is not permitted inside the Private Accommodation.

- (26) No naked flames are permitted within or at the Private Accommodation.
- (27) Unless expressly authorised in writing, you must not:
- (a) allow occupancy in excess of the stated maximum occupancy;
 - (b) permit any unauthorised overnight guests;
 - (c) use the accommodation for any commercial purpose; or
 - (d) do anything which may cause nuisance, disturbance or inconvenience to neighbours or other occupiers.

PROPERTY CONDITION AND DAMAGE

- (28) You are responsible for taking reasonable care of the Private Accommodation and its contents during your stay.
- (29) Any damage, loss, breakage or maintenance issue must be reported as soon as reasonably practicable.
- (30) We reserve the right to recover from you the reasonable cost of repairing any damage or loss caused by you or any member of your Group, fair wear and tear excepted.
- (31) If any issue arises during the stay, you must notify us as soon as reasonably practicable.

24-HOUR ASSISTANCE

- (32) If you experience any urgent issue relating to the Private Accommodation during your stay, including access, security, maintenance or safety concerns, you should contact our 24-hour customer service helpline on 0330 10 79 160 as soon as reasonably practicable.

PRIVATE ACCOMMODATION RULES

- (33) You must comply with all health and safety guidance applicable to the Private Accommodation, must not interfere with safety equipment or systems, and must report any accident, damage or safety concern promptly to us.
- (34) Utilities, appliances and facilities must be used reasonably and only for their intended purpose. Any faults or issues must be reported promptly to us.
- (35) Your stay may be subject to additional property-specific rules relating to matters such as parking, waste disposal, noise restrictions, access arrangements and use of facilities.
- (36) Any such rules will be communicated to you before or during your stay and shall form part of these Terms.
- (37) We reserve the right to require you and/or any member of your Group to leave the Private Accommodation where there is serious breach of these Terms and/or any property rules notified to you before or during your stay.

ACCESS TO THE PROPERTY

- (38) Parking availability and access to the Private Accommodation may be affected by road closures or traffic restrictions during the Event. We may require vehicle registration details in advance to arrange permits or access, and you must provide any requested information promptly.
- (39) We and/or the property owner may require reasonable access to the Private Accommodation during your stay for maintenance, inspection, safety, security or emergency purposes.
- (40) Except in an emergency, reasonable notice will be given where practicable.

ALTERNATIVE ACCOMMODATION

- (41) If the Private Accommodation becomes unavailable, unsuitable for occupation or cannot reasonably be provided for reasons outside our control, we reserve the right to provide alternative accommodation of a comparable standard and location where reasonably available.
- (42) Where suitable alternative accommodation cannot reasonably be provided, our liability shall be limited in accordance with these Terms.

SECTION 12 – YOUR OBLIGATIONS

CONDUCT AND BEHAVIOUR

- (1) We expect you to take responsibility for your own and your Group's actions whilst you are enjoying your booking.
- (2) We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.
- (3) The Lead Booker and any adults or members of staff accompanying the Group shall, at all times ensure that:
- (a) the Group reaches any departure points on time;
 - (b) all Party Members comply with any and all Covid-19 requirements during the trip;
 - (c) no Party Members smoke or vape in any smoke-free places or behave in any other way which may cause a fire hazard;
 - (d) the Group or any members of the Group comply with all relevant laws.
- (4) We expect all our clients to conduct themselves properly and not behave in any way which causes or is likely to cause danger, offence or upset to any other person; or damage to property; break any law; or that is generally considered unacceptable.
- (5) Any Party Member that behaves this way will be required to leave the accommodation, event venue or any other service forming part of the booking and we will have no further responsibility to them including any return travel arrangements. In the event that we consider your behaviour as a breach of these Accommodation Terms (for example Section 18 – Customer Code of Conduct) the contract with us will terminate immediately and we will have no further responsibility or liability to you.
- (6) If we ask you or any Party Member to leave because of your behaviour, no refunds will be given and we will not pay any expenses or costs you incur as a result.

DAMAGE

- (7) You will be responsible for any breakages, damage or other liabilities you or your Group incur or cause during your stay at the accommodation we provide.
- (8) If you or a Party Member fails to pay for damage prior to check-out you shall pay the affected accommodation provider directly for such damage. You shall indemnify us for any costs (including all legal costs), expenses or charges that we incur as a result of you or a Party Member damaging an accommodation provider's property, a room and room contents or the accommodation and for the full amount of any claim made against us by the accommodation provider or any third party as a result.
- (9) You will reimburse us in full and on demand any costs or damages suffered by us as a result of any act or omission of you or any Party Member.

SECTION 13 – IF THINGS DON'T GO QUITE RIGHT

COMPLAINTS

- (1) If you have a complaint about your booking or have any problems whilst you are away, please inform one of our representatives or call our 24-hour customer service helpline without undue delay who will endeavour to put this right. If you fail to follow the requirement to report your complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were booking with us. This may affect your rights under this contract.
- (2) If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your booking by writing to us at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE giving your booking reference number and brief details of your complaint. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to us without delay.
- (3) Our Customer Services Team will respond to your written complaint within a reasonable time following an investigation into your complaint. We will correspond with you by email, phone and letter in an attempt to resolve your complaint.

ABTA

- (4) We are a Member of ABTA (The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com), membership number V4759. Further details are available at www.abta.com. We provide full financial protection for accommodation by way of a bond held by ABTA.

- (5) We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

OUR LIABILITY TO YOU

- (6) We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others. We also have no liability in the following situations:
- (a) where the accommodation cannot be provided as booked due to circumstances beyond our control (*see Section 4 – Charges*);
 - (b) where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you;
 - (c) where you incur any loss or damage that relates to any business activity; or
 - (d) where any loss or damage relates to any services which do not form part of our contract with you.
- (7) You must inform us without undue delay of any failure to perform or improper performance of the booking.
- (8) Nothing in these Accommodation Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence.
- (9) However, we will not be liable where any failure in the performance of the contract is due to:
- (a) you or a Party Member (for example if you break a law in the country visited); or
 - (b) a third party unconnected with the provision of your booking or arrangements; or
 - (c) unusual, unavoidable, unforeseeable and extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - (d) an event which we or our suppliers, even with all due care, could not foresee or forestall.
- (10) For claims for personal injury, illness or death, any payments will only be made if the following conditions are met:
- (a) you must tell us, and the supplier involved, about your injury or illness while you are booking with us and you must write to our office about your claim within three months of the end of your booking. A letter from your doctor, detailing your injury, should also be included.
 - (b) any rights that you have against the supplier or any person, must be transferred to us.
 - (c) you must agree to fully co-operate with us or our insurers, if we wish to enforce those rights.
- You are asked to transfer your rights to us, so that we can claim back from suppliers any payments that we make to you, plus any legal or other costs that are incurred.
- (11) Save for death or personal injury caused by our negligence, our liability to you and your Group for any damage, loss of enjoyment or other loss you suffer shall be limited to a maximum of the total cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to:
- (a) the contractual terms of the accommodation provider. These terms are incorporated into this contract; and
 - (b) any relevant international convention, for example the Paris Convention (provision of accommodation), which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.
- (12) Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to:
- (a) assign to us or our insurers any rights they may have to pursue any third party; and,
 - (b) must provide us and our insurers with all assistance we may reasonably require. You can ask for copies of the international conventions, from us.
- (13) Any and all arrangements you make that are not part of your booking supplied by us are your responsibility and are made at your own risk.
- (14) If any payments to you are due from us, any payment made to you by a third party suppliers will be deducted from the amount due from us.

SECTION 14 – YOUR INFORMATION AND HOW WE USE IT

INFORMATION WE REQUIRE FROM YOU

- (1) Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- (2) At any time prior to your booking and throughout the duration of your stay, we may require additional information from you regarding your Group. You agree to provide the information promptly on our request and before any deadline we set. When submitting the information, you will ensure it is true and accurate and consent to us using it for the purposes of performing our contract.
- (3) We collect Personal Data about you and your Group when you make your booking.
- (4) We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.
- (5) We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- (6) We may be contractually obliged to pass on your Personal Data to the Entities for reporting purposes.
- (7) The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (**EEA**). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing.

DATA PROTECTION

- (8) By making a booking with us please note that we will be required to Process your Personal Data in the performance of this contract.
- (9) In providing you with your booking we will be required to pass your Personal Data on to third parties. This may include accommodation providers, insurance providers, payment processors, governing bodies and event organisers. For full details about who we pass your Personal Data to please see our Privacy Policy detailed on our website.
- (10) If you have given your consent for us to do so, we will provide you or permit selected third parties to provide you with information about goods and services that we feel may be of interest to you.
- (11) When you provide us with the Personal Data of your Group you are confirming that you have obtained their consent to do so.

SPECIAL CATEGORIES OF DATA

- (12) You may provide us with Special Categories of Personal Data including:
 - (a) a specific medical condition
 - (b) specific dietary requirements
 - (c) a requirement for special assistance
- (13) When you provide us with Special Categories of Personal data you consent to us processing such Personal Data for the purpose of providing you with your booking.
- (15) If you have a dietary need, medical condition or disability that can be assisted by specific accommodation requests, we kindly ask that you complete a questionnaire, will be sent to you with your Booking Confirmation.

MEDIA

- (16) Where it is practical to do so, we will seek the consent of any Party Member who is prominently included in any photos or videos. Consent will not generally be sought from Party Members who only appear in the background and are not identifiable.
- (17) Unless you tell us otherwise, you consent to us using any photographs or video without charge (now and in the future).
- (18) No Party Members will be identified by name.
- (19) You are able to withdraw your consent to any future use of any photos or videos where a Party Member is identifiable by contacting us, via the details contained in Section 15 Contact, and providing notice which states that you are withdrawing your consent.

SECTION 15 - SUPPORT

SUPPORT

- (1) Most of our accommodation is staffed by one of our representatives for a set period of time each day to support you as required, but we do not guarantee this will be the case.

HELPLINE

- (2) We will operate a 24-hour customer service helpline from the start of your booking until the end of your booking.
-

SECTION 16 CONTACT

OUR COMPANY

Your booking is with Mike Burton Travel Limited trading as The Open Experiences of Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE. Our Company Number is 02616655.

OUR EMAIL ADDRESS

customerservices@TheOpenExperiences.com

OUR PHONE NUMBER

0344 7884 085

OUR WEBSITE

www.TheOpenExperiences.com

SECTION 17 – GENERAL

NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- (1) If, in making a booking with us, you are making arrangements on behalf of third parties your booking is subject to the condition that, except with our prior written consent, you shall not (nor authorise any third party to):
- (a) make any representation nor give any warranty on our behalf or in our name nor incur or create any expense chargeable to us nor pledge our credit;
 - (b) associate yourself/itself with, nor use nor allow anyone to use our name, logo or trademarks including without limitation in the promotion or advertisement of any product or service;
 - (c) do nor allow to be done any act or thing which will harm misuse, bring into disrepute, impair or otherwise adversely affect our rights and interests (including goodwill) in our name, logo and/or trademarks;
 - (d) hold yourself out to any third party as acting with our authority and/or as our agent or partner;
 - (e) represent that the arrangements provided under this booking are made by you or any person or entity other than us; and
 - (f) without limitation you acknowledge that the arrangement entered into between us shall not constitute an agency, partnership, or joint venture.

WEBSITE ACCURACY

- (2) Websites are produced well in advance and there may be occasions when advertised facilities or entertainment is not available during your stay, due to bad weather, drought, public utility failure, essential maintenance, cleaning or lack of demand.. All information published and displayed on the website, has been compiled from up to date details and we have taken the up most care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pools for example), unplanned emergency maintenance, unsuitable weather, fuel shortage, building access or other circumstances totally beyond our control. If we are advised of this, we will inform you as soon as possible. The website is issued on our responsibility and does not commit any service providers mentioned therein.

OUR PROMISES

- (3) We promise you that we have selected our suppliers with reasonable skill and care.

WAIVER

- (4) Any waiver by us of any right we have under this contract is only effective if we confirm it to you in writing.

THIRD PARTY RIGHTS

- (5) No one other than the Lead Booker or us may enforce this contract and these Accommodation Terms do not create any right enforceable by any third party except as set out in these Accommodation Terms.

INTELLECTUAL PROPERTY

- (6) All Trademarks are used under license by us. All such rights are reserved.
- (7) Nothing in these Accommodation Terms permit you to use the booking you have purchased to commercially associate yourself with us and/or the events or otherwise use any of the imagery or trademarks we use. You agree not to use the booking as a prize or promotion without our prior written consent.

GOVERNING LAW

- (8) This contract is made on the terms of these Accommodation Terms, which are governed by English Law, and the jurisdiction of the English Courts.
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SECTION 18 – CUSTOMER CODE OF CONDUCT

CODE OF CONDUCT

In order for us to provide the best service possible, it is your and each Party Members' responsibility to:

- (a) ensure you read the information provided to you;
- (b) listen to and observe instructions provided to you;
- (c) inform us promptly if you have any issues providing accurate and truthful information;
- (d) at all times conduct yourself in a reasonable manner, including drinking responsibly; and
- (e) treat our staff, our suppliers' staff and other customers with respect.
- (f) We will not tolerate:
 - (g) written or verbal aggression, obscenity or abuse, including verbal insults, using bad language or swearing;
 - (h) any actual or threat of violence including touching, pushing or shoving; or
 - (i) racial abuse or sexual harassment;

towards our staff, our suppliers or our other customers in any form.

Please see *Section 6 – Cancellation* and *Section 11 Your Obligations* regarding the consequences of your conduct.

SECTION 19 – GLOSSARY

Booking Confirmation Email	The email sent by us to you confirming that your booking request has been accepted by us detailing the services that are included within your booking and Party Members' details, of which form part of your contract with us.
Booking Request Acknowledgment Email	The email sent by us to you confirming receipt of your booking request.
Accommodation Terms	These terms and conditions, of which form part of your contract with us.
Entities	R&A Championships Limited.
Group	All named individuals forming part of your booking party.
Lead Booker	The person making the booking with us.
Lead Party Member	The Party Member named as the lead contact when the Lead Booker is not part of the Group.
Party Member	Each named individual forming part of your Group.
Private Accommodation	The privately-owned residential accommodation, including houses, apartments, flats and holiday homes.
Single Room Supplement	A charge applied for single room occupancy. <i>See Section 4 – Charges.</i>
Trademarks	The nominative, figurative and or semi-figurative Open trade marks owned and/or licensed by R&A Championships Limited.