

Oxfordshire Outdoors

Terms and Conditions for School and Group Residential Bookings

This edition is revised and adopted as of **1 September 2021** (Unless otherwise agreed, bookings confirmed prior to revisions are held on previous terms and conditions published or offered at the time of booking acceptance form)

The term 'booking' is generic and will apply to all types of group bookings and residential courses at any one of the Centres, as will these terms and conditions.

'Party Member(s)' refers to the course participant and if under the age of 18 or in full-time education refers automatically to the said parent/ guardian.

'Course Fee' is the price per Party Member.

'Booking Price' is the total price based on the Course Fee x the number of Party Members.

The term 'Customer' means the person, firm, company, group or school with a Booking accepted by Oxfordshire Outdoors in accordance with these Conditions.

The 'Centres' are Kilvrough Manor; Woodlands; and Yenworthy Lodge.

Groundwork South, referred to as 'GWS', manages Oxfordshire Outdoors.

GWS payment terms are 30 days from the date of invoice and Customer acceptance of a booking implies acceptance of these terms.

1. Bookings: Prices, Process and Payment

1.1 Oxfordshire Outdoors shall generate a Course Offer and Booking Acceptance Form in response to a booking enquiry made by the Customer. Upon receipt of a completed Booking Acceptance Form it shall be deemed to be an offer made by Oxfordshire Outdoors to the Customer.

1.2 The Party Member Course Fee will be advised on your course offer and booking is only confirmed upon receipt of a completed Booking Acceptance Form.

1.3 Oxfordshire Outdoors published yearly prices are based on the financial year (April - March) and NOT per academic year.

1.4 The full balance of the Booking Price will be invoiced in the 4 weeks to the start of the course, payable on GWS payment terms. Failure to pay the balance at this stage may result in the cancellation of the booking and loss of deposit.

1.5 Payment for the Booking Price may be required to reserve any booking made within 8 weeks of the start of the course arrival date.

1.6 The Customer must confirm actual party numbers 4 weeks in advance of the commencement of the booking, the final invoice will be based on these numbers.

1.7 Oxfordshire Outdoors allows 1 free accompanying staff/adult space for every 10 paying Party Members. If an adult is attending as a one-to-one carer for a specific Party Member, Oxfordshire Outdoors will apply its discretion depending on bed availability. Where Oxfordshire Outdoors is unable to provide additional adult spaces, Board and Lodgings fees will be charged.

1.8 When Oxfordshire Outdoors agrees to accept a provisional booking, such provisional booking will be held at the discretion of Oxfordshire Outdoors. Oxfordshire Outdoors shall not be liable to the Customer or any Party Member(s) in the event Oxfordshire Outdoors is unable or unwilling to provide booking confirmation which incorporates the Customer's preferred dates at the time of booking enquiry.

2. Booking and deposit fees

2.1 Customer bookings will only be accepted through receipt of a completed and signed Booking Acceptance Form, which will be dated and detail the projected number of Party Members.

For bookings made in the current financial year:

2.2 If the confirmed and booked course arrival date falls within the current financial year of when the actual booking is confirmed, or is 6 calendar months or less from the date of confirmed course arrival, the booking will be subject to a non-refundable deposit of £125 per Party Member.

2.3 Following receipt of the Booking Acceptance Form, a deposit invoice will be issued in the 6 months up to the course arrival date. Payment must be made according to GWS payment terms.

2.4 A final invoice for the remaining balance (Booking Price minus deposit) will be issued in the 4 weeks to the start of the course and is subject to GWS payment terms. Failure to pay the balance at this stage may result in the cancellation of the booking and loss of deposit.

Advance bookings

2.5 Customer bookings made for courses with course arrival dates 6 months or more from the date of confirmed booking (exceptions as per clause 2.6) will be reserved upon receipt of a completed Booking Acceptance Form. The booking will be subject to a non-refundable deposit of £125 per Party Member. A deposit invoice will be issued in the 6 months up to the course arrival date and payment must be made according to GWS payment terms.

A final invoice will be issued as set out in 2.4

2.6 Customer bookings made for course arrival dates which are for more than one financial year in advance of the booking date will be held as provisional until such time as the deposit is issued, which will be in the 6 months up to the course arrival date. Note clauses 2.2 to 2.4 apply.

2.7 Booking Price and Course Fees provided by Oxfordshire Outdoors for bookings made in advance will be guide prices, unless part of any published promotional offer or as confirmed in a course offer.

Deposits

2.8 Deposits are non-refundable and will be required to be paid should the school cancel its booking within the timeframes set out in Cancellations below, whether or not an invoice has been issued at the point of cancellation.

3. Changes and cancellations

Cancellation and changes by clients

3.1 All cancellations must be in writing, dated and addressed to the Oxfordshire Outdoors Centre Manager who will confirm upon receipt. It is the Customer's responsibility to ensure that the cancellation request is received.

3.2 The Customer shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Customer providing Oxfordshire Outdoors with written notice and payment of any Cancellation Charges:

- Cancellation requests received by Oxfordshire Outdoors 4 to 6 calendar months prior to Arrival Date will incur loss of deposit as per the booked places at time of booking acceptance form.
- Cancellation made within 4 calendar months or less prior to Arrival Date will result in the forfeit of 100% of the Booking Price.
- If a replacement group for the above is found, the Customer will be liable for any shortfall created by a gap in group numbers. Cancellations made on the arrival date will be charged for as above.

3.3 All courses are non-transferable, and bookings are wholly at the discretion of Oxfordshire Outdoors.

3.4 The Customer shall notify Oxfordshire Outdoors of any alterations to the Booking in writing to the Course Leader(s) promptly in which case Oxfordshire Outdoors may accept such alteration (subject to any increase in the Booking Price, Administration Charges and changes to the Payment to reflect the alteration) at its sole discretion. Prior to requesting any alteration the Course Leader(s) is advised to telephone the Oxfordshire Outdoor Centre to discuss the required alteration.

Cancellation and changes by Oxfordshire Outdoors

3.5 Whilst every attempt is made to ensure that the booked courses run, Oxfordshire Outdoors reserves the right to cancel at any time when numbers fail to reach a workable minimum or for any unforeseen events that should result in the Centre needing to close for operational reasons (including Force Majeure events).

In such event the Customer shall be offered one or more of the following options:

- A refund of the Booking Price less the non-refundable deposit or other fixed fee agreed
- Move to an alternative course at the same time if available
- The same course on different dates

3.6 Oxfordshire Outdoors reserves the right to make changes to the Booking required to conform with any applicable safety or other statutory requirements. All itineraries and programmes are subject to alteration due to weather and/or operational factors and Oxfordshire Outdoors reserves the right to change the accommodation or other facilities or services without prior notice or liability and without an alteration to the Course Fee.

3.7 Without prejudice to any other right or remedy available to it Oxfordshire Outdoors shall be entitled to cancel the Contract and refuse entry to the Centre without any liability in the event the Booking Price is not paid in accordance with these terms in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Oxfordshire Outdoors.

4. Insurance

4.1 The Customer is responsible for arranging any cancellation or other necessary insurance.

4.2 The Customer is responsible for claiming any Cancellation Charges (in full or in part) under the terms of the Customer's Insurance Policy.

4.3 Oxfordshire Outdoors holds appropriate public liability insurance.

5. Transport

5.1 Oxfordshire Outdoors will, as part of the booking, organise transport arrangements and liaise directly with contracted provider for Oxfordshire state-funded schools and Academies located within Oxfordshire. Arrival and departure times will be advised by the Centre. Customers are not required to make direct contact with the transport provider and should direct any requests for information to the Centre.

This does not apply to non-school groups

5.2 Non-Oxfordshire schools and other types of Customers are required to arrange their own transport.

6. Data Protection

6.1 Oxfordshire Outdoors has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to Party Member(s) will only be used by Oxfordshire Outdoors in order to fulfil our obligations under the Contract, including in the administration of your Booking and in the arrangement and provision of the Activity and in complying with our obligations in relation to health and safety and other regulatory obligations as well as for informing you about Oxfordshire Outdoors products and services. **We will only supply your data to third parties where third parties are involved in delivering the services to you and will comply with the Data Protection Act 1998.** All personal data is processed in accordance with data protection legislation

7. Duty of Care

7.1 The Customer is responsible for ensuring the behavior and pastoral well-being of Party Members.

7.2 The nature of adventure activities requires Oxfordshire Outdoors staff to be sufficiently experienced to deliver the activity. Safety during activity sessions is therefore the responsibility of Oxfordshire Outdoors.

7.3 In the event of a serious disciplinary or behavioral incident requiring a Party Member to leave the course, Oxfordshire Outdoors will charge for the place.

7.4 In the event of a medical issue requiring a Party Member to leave the course, Oxfordshire Outdoors will charge for the place. It is the Customer's responsibility to claim under the Customer's insurance.

7.5 The Customer must advise Oxfordshire Outdoors, at the time of making any Booking or as soon as the Customer becomes aware, of any special needs or care requirements required for any Party Member(s).

The Customer is responsible for providing all routine or special assistance in respect of any such special needs or care requirements of Party Members.

8 General

8.1 The Customer shall at all times take such precautions as shall be necessary and/or as may be reasonably required by Oxfordshire Outdoors to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastro enteritis, norovirus.

The Customer, without limitation, is required to inform Oxfordshire Outdoors of any Party Members who have suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 2 weeks prior to the Arrival Date.

In the event that cancellation of the booking of the relevant Party Member(s) is necessary the appropriate Cancellation Charges will apply.