

## Booking Terms and Conditions

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### 1. DEFINITIONS

Administration Charges	Amendments or alterations to Bookings must be requested in accordance with the procedure outlined at clause 4.1 and may be subject to an administration charge of £10 per amendment.
Arrival Date	The arrival date specified in the Booking Confirmation.
Booking	The reservation made by the Customer and accepted by Bryntysilio set out in the Booking Confirmation.
Booking Confirmation	Bryntysilio O.E. Centres' written confirmation of Booking outlining specified dates, numbers and location which forms the basis of the Contract.
Booking Charge	The price set out in the Booking Confirmation or as otherwise confirmed in writing by Bryntysilio O.E. Centre.
Cancellation Charges	The cancellation charges payable by the Customer (see clause 5.7).
Centre	Bryntysilio O.E. Centre or offsite location detailed in the Booking Confirmation.
Conditions	The terms and conditions set out in this document and any special terms and conditions agreed in writing between Bryntysilio O.E. Centre and the Customer.
Contract	The formal agreement between Bryntysilio O.E. Centre and the Customer for the Booking based on the Conditions.
Course	The activity, course, tour or event, set out in the Booking Confirmation or otherwise agreed in writing by Bryntysilio O.E. Centre.
Customer	The organisation or individual whose Booking is accepted by Bryntysilio O.E. Centre in accordance with the Conditions.
Departure Date	The departure date specified in the Booking Confirmation.

Deposits	The non-refundable deposit to be paid by the Customer at as detailed in the Booking Confirmation
Party Leader(s)	Any person(s) identified by the Customer as responsible for organising the Course.
Party Member(s) -	Those person(s) whose attendance in respect of the Course are included in the Booking Confirmation or whose attendance is otherwise notified to Bryntysilio O.E. Centre in accordance with these Conditions.
Payment Schedule	The payment schedule provided by Bryntysilio O.E. Centre as part of the Booking Confirmation: (a) Confirmation Deposit – payable immediately on return of Booking Confirmation by the Customer. (b) Balance – Payable one calendar month prior to the Arrival Date. (c) Additional places Invoice – additional places on arrival day above the booked numbers to be paid in full upon receipt of invoice. Any additional costs for agreed services provided by Bryntysilio O.E. Centre which do not form the basis of a Course will be applied at this time (such as transport, externally provided Course elements, additional catering or domestic services). Post Visit Costs – Any unforeseen or unplanned costs that are applied to the Customer during the Course (i.e., additional Party Members, breakages, transport).
Party Member Charge	The price per Party Member for the Booking.
Registration/ Consent Form	Form required to be completed by each Party Member and submitted to Bryntysilio O.E. Centre by the Customer on the Arrival Date.
Bryntysilio O.E. Centre-	Bryntysilio Outdoor Education Centre whose address is Bryntysilio Hall, Llangollen, Denbighshire, LL20 8BS

## 2. CONDITIONS APPLICABLE

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.
- 2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of Bryntysilio O.E. Centre and the Customer.
- 2.3 Any representations made by Bryntysilio O.E. Centre employees concerning the Booking or the Course shall not be incorporated into the Contract unless confirmed in writing by Bryntysilio O.E. Centre.
- 2.4 Any quotation given by Bryntysilio O.E. Centre may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 30 days.
- 2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Bryntysilio O.E. Centre shall be subject to correction without any liability on the part of Bryntysilio O.E. Centre.
- 2.6 For the avoidance of doubt the Contract is between the Customer (School/Organisation/Company/Individual) and Bryntysilio O.E. Centre and any claim for non-payment of the Booking Charge or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Party Member(s) for receipt of deposits and any other payments due in connection with the Booking.

## 3. COURSE, PRICING AND CENTRE INFORMATION

- 3.1 Course photographs are used to give an idea of the adventure programmes at the Centre but may not necessarily have been taken there.

- 3.2 The details published in various print and digital media are compiled from information which to the best of Bryntysilio O.E. Centre knowledge is up-to-date and accurate at the time of going to press. In the event that Bryntysilio O.E. Centre becomes aware that any information contained within such material has become inaccurate Bryntysilio O.E. Centre will use reasonable endeavours to bring this to the attention of the Customer.
- 3.3 Prices are published in good faith based on the current academic year (1<sup>st</sup> August – 31<sup>st</sup> July) and Bryntysilio O.E. Centre reserves the right to amend published price bands.
- 3.4 All illustrated prices are exclusive of VAT unless stated otherwise.

#### **4. BOOKING PROCEDURES & CONTRACT FORMATION**

- 4.1 Bryntysilio O.E. Centre shall generate a Booking Confirmation in response to a booking enquiry made by the Customer whether by submission of an enquiry form or by other written or oral enquiry received from the Customer. The Booking Confirmation shall be deemed to be an offer made by Bryntysilio O.E. Centre to the Customer to enter into a Contract which may be withdrawn at any time prior to the acceptance and which shall, in any event, be deemed to expire unless accepted in accordance with clause 4.2.
- 4.2 The Customer acknowledges that once the Booking Confirmation has been agreed by accepting the offer via the Party Leader(s) and returned to Bryntysilio O.E. Centre via email. This should be considered a binding Contract that will immediately come into force between the Customer and Bryntysilio O.E. Centre. The Customer warrants that the Party Leader(s) is authorised to agree to the Booking Confirmation and acknowledges that it shall be the responsibility of the Customer and the Party Leader(s) to obtain the express authority of each Party Member or their respective parents or guardians for their attendance at the Centre in respect of the Course and to ensure that each Party Member and their parent or guardian has been made aware of and complies with these Conditions and has completed a Registration Form.
- 4.3 In the event that Bryntysilio O.E. Centre agrees to accept a provisional booking, such provisional booking will be held at the discretion of Bryntysilio O.E. Centre and Bryntysilio O.E. Centre shall not be liable to the Customer or any Party Member in the event Bryntysilio O.E. Centre is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates.
- 4.4 In the event that Bryntysilio O.E. Centre receives an enquiry from an alternative Customer for the same dates, the Customer with a pre-existing provisional booking will be informed of this and given 48 hours to accept their Booking Confirmation. Should the Customer with a pre-existing provisional booking not respond within this period then Bryntysilio O.E. Centre are entitled to offer these dates to another Customer.
- 4.5 The Customer shall not be entitled to make any alteration to any documentation issued by Bryntysilio O.E. Centre. Any alteration required to any Booking Confirmation provided by Bryntysilio O.E. Centre should be notified to Bryntysilio O.E. Centre as soon as possible and prior to the signing of the Booking Confirmation and in the event Bryntysilio O.E. Centre is able to satisfy the Customer's requirements Bryntysilio O.E. Centre shall send to the Customer a revised Booking Confirmation.

#### **5. CHANGES AND CANCELLATIONS**

- 5.1 Should the Customer wish to make any alteration to the Booking the requested alteration shall be notified to Bryntysilio O.E. Centre in writing by the Party Leader(s) promptly in which case Bryntysilio O.E. Centre may accept such alteration (subject to any increase in the Booking Charge, Administration Charges and changes to the Payment Schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration the Party Leader(s) should contact Bryntysilio O.E. Centre to discuss the required alteration. Bryntysilio O.E. Centre will not make any alteration to the Booking unless a written request is received from the Party Leader(s).
- 5.2 The Customer acknowledges and agrees that the Booking shall only cover those Party Members specified on the Booking Confirmation or otherwise agreed in writing with Bryntysilio O.E. Centre and that any individual who is not a Party Member will not be permitted to engage in any Course or remain at any Centre. In the event that on the Arrival Date more Party Members attend than is specified in the will do everything

in its power to accommodate these additional Party Members however, this will incur additional Booking Charges or Administration Charges and may result in an alteration to the Course.

- 5.3 Bryntysilio O.E. Centre reserves the right to make changes to the Booking which are required to conform with any applicable safety or other statutory requirements or which are not of a material nature.
- 5.4 All itineraries, resource allocations and programmes are subject to alteration due to weather and/or operational factors and Bryntysilio O.E. Centre reserves the right to change the accommodation or other facilities or services included in the Contract for others of reasonably equal suitability without prior notice or liability and without an alteration to the Booking Charge.
- 5.5 Material changes may be necessary by reasons for prevailing weather conditions, operational considerations and matters beyond the control of Bryntysilio O.E. Centre (including Force Majeure events listed in Clause 11). Accordingly, Bryntysilio O.E. Centre reserves the right to make changes which are of a material nature and in such circumstances will inform the Customer as soon as reasonably possible. In such event, the Customer shall have the following options:
- (a) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly or (b) to book a substituted Course with Bryntysilio O.E. Centre providing a credit for the sums paid by the Customer or (c) to cancel the Booking or such part of the Booking as is affected by a material change with Bryntysilio O.E. Centre refunding in full all sums paid in respect of the Booking or such part of the Booking as is affected by the material change.
- 5.6 The Customer shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Party Leader(s) providing Bryntysilio O.E. Centre with written notice and payment of the Cancellation Charges as follows:
- More than 26 weeks prior to Arrival Date - Deposit only
- 26 – 13 weeks prior to Arrival Date – 75%\*
  - Less than 13 weeks prior to Arrival Date – 100%\*
- \*Percentage of the Booking Charge or the relevant Party Member Charge as appropriate which will be due to Bryntysilio O.E. Centre*
- 5.7 Bryntysilio O.E. Centre shall, without prejudice, be entitled to cancel the Contract and refuse future service provided by Bryntysilio O.E. Centre without any liability in the event the Booking Charge is not paid in accordance with the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Bryntysilio O.E. Centre.
- 5.8 Bryntysilio O.E. Centre shall, without prejudice, be entitled to cancel the Contract or such part of the Contract as may be determined by Bryntysilio O.E. Centre without liability on receipt of any notice received from the Customer or Party Leader(s) by reference to clause 7.4 in which case the

## **6. BOOKING CHARGE AND PAYMENT SCHEDULE**

- 6.1 Subject to any special terms agreed in writing between Bryntysilio O.E. Centre and the Customer, the Customer shall make payment for the Deposit and the Booking Charge as set out in the Payment Schedule. The Customer must ensure that payments are made by the relevant due dates.
- 6.2 Unless otherwise provided in these Conditions or agreed in writing by Bryntysilio O.E. Centre any Deposits (see Deposits above) are non-refundable.
- 6.3 If at any time before the Arrival Date Bryntysilio O.E. Centre deems it necessary to increase the Booking Charge to give effect to any increase in cost to Bryntysilio O.E. Centre in providing the Course or services. Written notice of any such increase shall be given to the Customer increasing the Booking Charge and in the event such increase:
- (a) does not exceed 5% of the Booking Charge: the Customer shall not have the right to cancel the Contract.

(b) exceeds 5% of the Booking Charge: the Customer shall have the right to cancel the Contract within 14 days of receipt of such notice and Bryntysilio O.E. Centre shall refund in full all sums paid in respect of the Booking (excluding interest).

6.4 Notwithstanding the provisions of clause 6.3, any increase in the cost to Bryntysilio O.E. Centre necessitating an increase in the Booking Charge which is a result of any change requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to Bryntysilio O.E. Centre adequate information or instructions shall not entitle the Customer to cancel the Contract on receipt of a written notice of such increase in the Booking Charge other than as provided in clause 5.7.

6.5 If the Customer fails to make payment in accordance with the Payment Schedule then, without prejudice, Bryntysilio O.E. Centre shall be entitled to charge the Customer interest at the rate of 3% per annum above the prevailing Bank of England base rate until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1 Participation in Course activities requires Party Member(s) to be in good health, and have a reasonable basic level of fitness.
- 7.2 The Party Leader(s) accept responsibility for the general conduct of the Party Member(s) throughout the stay and the Customer and the Party Leader(s) shall ensure that:
- (a) Teachers and/or other adults accompanying the party agree to act 'in loco parentis' at all times. Bryntysilio O.E. Centre employees provide Course instruction only to groups during sessions and during emergency situations.
  - (b) They take all reasonable steps to minimise disturbance to other guests and prevent damage to the property.
  - (c) No Party Member under 18 years of age consumes alcoholic drinks.
  - (d) That no Party Member smokes in any part of the Centre
  - (e) Suitable arrangements are made for the exclusion of any Party Member who fails to comply with the provisions of this clause or the reasonable instructions or expectations of Bryntysilio O.E. Centre.
  - (f) Bryntysilio O.E. Centre is reimbursed in full on or before the Departure Date in respect of all loss or damage caused or contributed to by any Party Member.
  - (g) All appropriate measures are taken for the protection and security of any valuables baggage or other personal possessions, responsibility for which shall remain with the Customer and the Party Member(s).
- 7.3 The operation of the Centre is subject to statutory controls including those relating to fire safety of equipment and the Customer and the Party Leader(s) shall ensure that all Party Member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.
- 7.4 The Customer and the Party Leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by Bryntysilio O.E. Centre to prevent or restrict the spread of infectious, contagious diseases or sickness, e.g., chicken pox, gastroenteritis, vomiting, diarrhoea. In particular (and without limitation) the Customer and/or the Party Leader(s) are required to advise Bryntysilio O.E. Centre if they are aware of any Party Member that has 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 21 days prior to the Arrival Date.
- In the event that cancellation of the booking of the relevant Party Member is necessary the appropriate Cancellation Charges will apply but these may be reclaimable by any independent insurance policy taken out by the Customer or the Party Member(s).
- 7.5 The Customer must advise Bryntysilio O.E. Centre 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) and the Customer acknowledges that Bryntysilio O.E. Centre does not provide routine or special assistance to Party Member(s) in respect of any such special needs or care requirements. The Customer must ensure that all Party Members clearly complete a medical/consent form which does not contain any ambiguous statements. There may be occasions where further investigation with the Party Member and their parent/guardian to clarify any issues. If necessary, this should be followed by a specific Risk Assessment for that Party Member. It is the Customer's responsibility to carry this out, report findings to Bryntysilio O.E. Centre, and ensure that any control measures are followed during the Course. If in doubt, the Customer should request that the Party Member gain a certificate of medical fitness from their doctor.
- 7.6 Bryntysilio O.E. Centre reserves the right to decline any Booking or exclude any Party Member at any time prior to or during the Course if in Bryntysilio O.E. Centres' opinion, the inclusion of that Party Member is not compatible with the general enjoyment and wellbeing of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the Customer.

## **8. COMPLAINTS**

In the event that the Customer is not satisfied with the Course or services provided by Bryntysilio O.E. Centre the Customer or Party Leader(s) must notify the Bryntysilio O.E. Centre Management during the stay of any claim the

Customer intends to pursue thereby affording Bryntysilio O.E. Centre the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should write to Bryntysilio O.E. Centre immediately and Bryntysilio O.E. Centre will endeavour to find a satisfactory solution up to a limit of 3% of the total Booking (representing the maximum liability of Bryntysilio O.E. Centre unless otherwise provided under these Conditions). Bryntysilio O.E. Centre shall not accept liability for any complaint which is not notified to Bryntysilio O.E. Centre in writing within 28 days of the Departure Date.

## **9. LIABILITY**

- 9.1 Any liability of Bryntysilio O.E. Centre hereunder (except in respect of death or personal injury caused by Bryntysilio O.E. Centre negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in performing or any failure to perform any of Bryntysilio O.E. Centre obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Charge.
- 9.2 In all cases except where personal injury, illness, or death results, Bryntysilio O.E. Centre liability is limited to the Party Member Charge (excluding amendment charges) of the Party Member affected.
- 9.3 Except in respect of death or personal injury caused by Bryntysilio O.E. Centre negligence or that of Bryntysilio O.E. Centre employees or agents, Bryntysilio O.E. Centre shall not be liable to the Customer or any Party Member for any consequential loss (whether for loss of profit or otherwise), damage, costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by Bryntysilio O.E. Centre negligence or that of Bryntysilio O.E. Centre employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.
- 9.4 Subject, as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are extended to the fullest degree permitted by law.
- 9.5 The Customer shall indemnify and keep indemnified Bryntysilio O.E. Centre from and against any and all direct and indirect losses, damages, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to Bryntysilio O.E. Centre its employees, guests, visitors, or agents unless Bryntysilio O.E. Centre is liable for the same under these Conditions.

## **10. INSURANCE**

Insurance cover for the Booking is not included in the Booking Charge and must be arranged by the Customer and/or the Party Member(s) independent of Bryntysilio O.E. Centre. It is strongly recommended that relevant insurance is secured by the Customer for any Course which is undertaken whether by Bryntysilio O.E. Centre or any other provider. Bryntysilio O.E. Centre holds Public liability insurance to the sum of £10m for each and every occurrence.

## **11. FORCE MAJEURE**

Bryntysilio O.E. Centre shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Bryntysilio O.E. Centres' reasonable control including strikes, lock-outs, labour disputes, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workforce, materials, goods or raw materials in connection with the performance of the Contract.

## **12. SPECIAL REQUESTS**

All special requests should be made at the earliest opportunity in writing. Bryntysilio O.E. Centre will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

## **13. PHOTOGRAPHY AND MARKETING**

- 13.1 At certain times Bryntysilio O.E. Centre retains its own employees and professional photographers to take pictures at Centres for use in promotional material. If the Customer or any Party Members do NOT want to appear in any such photography the Party Leader should notify Bryntysilio O.E. Centre prior to their visit via the consent form.
- 13.2 Bryntysilio O.E. Centre uses elements of customer feedback including letters and feedback forms in some promotional material. If the Customer or any Party Member does NOT wish to be quoted, the Party Leader should notify Bryntysilio O.E. Centre.

## **14. DATA PROTECTION**

Bryntysilio O.E. Centre has measures in place to protect the personal data held by us. Personal data collected including personal data relating to Party Members will only be used by Bryntysilio O.E. Centre in order to fulfil obligations under the Contract including in the administration of the Booking, in the arrangement and provision of the Course and in complying with Bryntysilio O.E. Centre obligations in relation to health and safety and other regulatory obligations as well as for informing the Customer about Bryntysilio O.E. Centres' products and services. All personal data is processed in accordance with data protection legislation.

## **15. GENERAL**

- 15.1 Bryntysilio O.E. Centre requires the Customer to provide one adult for every twelve Party Members. Bryntysilio O.E. Centre must be informed in advance of any Booking of any adults attending beyond this ratio to ensure that the Centre can accommodate the size of the group.
- 15.2 Bryntysilio O.E. Centre are indemnified against any supplementary services offered or referred by Bryntysilio O.E. Centre that are delivered by third-party providers (e.g. Transport) and any such liability or contract will be formed between the Customer and the third-party provider. The third-party provider may contact the Customer directly to arrange such services and will also be the primary contact for any complaints and feedback in relation to the third-party provision. Bryntysilio O.E. Centre will do everything within its power and within reason to provide support to resolve any issue between the Customer and the third-party provider.
- 15.3 The headings in the Conditions are for convenience only and shall not affect their interpretation.



- 15.4 Bryntysilio O.E. Centre may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees agents or sub-contractors.
- 15.5 No waiver by Bryntysilio O.E. Centre of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.
- 15.6 No failure by Bryntysilio O.E. Centre to exercise any power given to it or to insist upon strict compliance by Bryntysilio O.E. Centre with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Bryntysilio O.E. Centres' rights under the Contract.
- 15.7 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 15.8 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions, the remainder of the provisions in question shall not be affected thereby.
- 15.9 Any notice given hereunder must be given in writing to the residence or principal place of business of the party to whom it is addressed.
- 15.10 The Contract shall be governed by the laws of Wales and subject to the jurisdiction of the Welsh courts