

Hampshire Outdoor Centres Group Booking Terms and Conditions

Hampshire Outdoor Centres are owned and managed by Hampshire County Council.

Definitions

Accompanying Adults means persons aged over 18 years accompanying the group on the visit.

Additional Needs means any special needs that we need to be aware of to ensure a positive experience.

Client means the group or school making and responsible for the booking

Fee means the fee payable by the Client, the rate of which shall be determined on the date of the visit and shall be confirmed on the booking confirmation

Group Leader means the person, aged 18 or over, responsible for the group and any additional costs incurred during the visit

Group means all participants and accompanying adults (in the case of under 18 groups)

ITD means Internal Trading Document

Medical Condition means pregnancy, taking medication, illness, injury or similar.

Participant means persons attending the course within the Client's booking

Significant Change means an amendment to a booking which decreases its value by 10% or more, significantly amends the programme, or requires a high amount of administration time to amend the booking, which could include a change of date or reduction in numbers

The Centre means the location where the course takes place

1. Making a Booking

- 1.1. Bookings must be made by an authorised representative of the Client who has received financial approval to cover the cost of the booking from the Client. The Client or Client's authorised representative is responsible for accurate completion of the booking form and acceptance of and adherence to all aspects of these terms and conditions ("this Agreement").
- 1.2. A Group Leader shall attend the Centre visit and have overall responsibility for the Group and the Client shall have overall responsibility for any additional costs incurred (as set out in clause 2.5). The Group Leader shall be named on the booking form.

2. Payments

- 2.1. The Fee shall be payable by the Client at the rate applicable on the date of the visit. The rates shall be confirmed with the booking confirmation, or, if the rates for the relevant period have not yet been released, confirmation shall be sent upon release of this information..
- 2.2. The Client shall pay a non-refundable deposit of 25% or £300.00 (whichever is greater) based on the total value of the agreed booking once the booking form has been processed. If the total value of the booking is less than £300, the full amount is payable.
- 2.3. The Client shall make payment to Hampshire County Council, within 30 days, in one of the following ways:
 - By credit / debit card phoned directly to The Centre
 - By cheque, payable to Hampshire County Council, posted directly to The Centre.
 - By invoice, on receipt of an official purchase order. Hampshire County Council shall invoice the Client and the Client shall pay the invoice within 30 days of receipt. Payment methods shall be detailed on the invoice.

Invoices cannot be raised for less than £35, any bookings for £35 or less shall be paid by the Client by credit / debit card or cheque. Where it is not possible for the Client to raise an official purchase order it is at the discretion of the Centre whether an invoice is raised, or whether the Client shall pay by credit/debit card. If an invoice is raised without an official purchase order, the booking will not be confirmed until the invoice has been paid by the Client.

- Hampshire schools and departments may pay by ITD. Customer completion of an ITD constitutes receipt of payment.

The booking shall be confirmed upon receipt of the deposit, or official purchase order.

- 2.4 The Client shall pay the remaining balance, in accordance with clause 2.2, no later than three (3) calendar months prior to the date of visit. Failure to pay shall result in cancellation of the booking.
- 2.5 The Centre may impose additional charges at its absolute discretion, during or following any visit, and the Client shall pay any additional charges for loss or damage to site equipment, any malicious damage caused during the visit and any additional cleaning charges.
- 2.6 Hampshire County Council reserves the right to make a charge to cover additional administration costs resulting from the Client's booking or to meet additional requests made by the Client which are not detailed in the original booking. The Client shall be advised prior to the Centre acting on the additional requests if an administration charge is applicable.
- 2.7 Bookings made within 3 calendar months of the date of visit must be paid in full, in accordance with this clause 2, at the time of booking. The booking shall be confirmed upon receipt of payment.

3. Cancellations and Changes to Confirmed Bookings

- 3.1. The Client may cancel, or amend bookings provided that all cancellations and amendments to bookings must be made by the Client in writing and sent to the Centre as per the address on the website or by email to bookings.hoc@hants.gov.uk.
- 3.2. The deposit is non-refundable in the case of any cancellation by the Client or authorised representative.
- 3.3. Significant Changes by the Client or authorised representative to the booking, more than 3 months prior to the date of visit shall result in loss of the deposit.
- 3.4. Minor changes to the booking, more than 3 months prior to the date of visit, by the Client or authorised representative will not result in any loss of deposit or additional charges.
- 3.5. Any cancellations or changes made by the Client or authorised representative less than 3 months prior to the date of visit shall result in the Client being charged the full cost of the booking (if not already paid). This is non refundable.
- 3.6 Clients should take out adequate insurance to cover the risk of cancellation and curtailment as defined in clause 4.1.
- 3.7 Hampshire County Council reserves the right to cancel a booking due to adverse weather conditions or any other circumstances beyond Hampshire County Council's control as set out in clause 3.3 below.
- 3.8 Hampshire County Council shall have no liability to the Client if it is prevented from or delayed in performing its obligations under the contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control, including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restrictions, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centres or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.
- 3.9 In the event that Hampshire County Council cancels a booking in accordance with clause 3.2 or 3.3, Hampshire County Council may propose a transfer to an alternative date acceptable to the Client, make a full refund or substitute alternative activities.

4. Insurance

- 4.1 The Client shall accept responsibility for and arrange appropriate insurance against cancellation, curtailment, personal accident, group sickness, personal liability and theft.
- 4.2 Hampshire County Council is responsible for foreseeable loss and damage caused by Hampshire County Council. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Hampshire County Council and the Client knew it might happen, for example if the Client discussed it with Hampshire County Council in the course of making the booking.

5. Safety, Medical and Consent

- 5.1 Clients and Participants must comply with the instructions of Centre staff and the general rules of the Centre, as detailed in the Centre Booking Information document. If any member of the Group puts themselves or others at risk they may be excluded and no refund will be made.
- 5.2 Clients, Groups, Participants and other visitors shall not use any accommodation / premises in a way that may cause damage to the premises or any other real or personal property, or in a way that may cause injury to any person.
- 5.3 Clients and Participants accept that activities may involve bending, lifting, balancing, jumping, falling, climbing, stretching, co-ordination and swimming.
- 5.4 The Client shall ensure that:
- a) Clients and Participants accept that, by their nature, adventurous activities may involve some level of risk which cannot be fully eliminated. Hampshire County Council is not responsible for personal injury linked to those activities, unless caused by the Hampshire County Council's own negligence or misrepresentation.
 - b) Participants with medical conditions or who are pregnant have consulted with their doctor prior to booking.
 - c) The Group Leader's shall have obtained fully informed (parental for under 18s) consent for the Group members to attend the Centre before arrival.
 - d) The Group Leader shall obtain information (from parents or guardians for under 18's) relating to any medical conditions or additional needs that the Participants and Accompanying Adults may have. For courses with a water activity, this will include swimming ability. This information shall be disclosed to the Centre using the supplied **Group List (including medical/swimming/dietary information)** prior to attending the Centre. Any failure to disclose relevant information may result in Groups or Participants not being permitted to undertake activities at the Centre.

Completed Group Lists shall be sent to the Centre in advance of the visit. This includes any additional needs and dietary requirements (if applicable).

6 Supervision of Groups under 18 years

- 6.1 All Accompanying Adults must be aged 18 years or over.
- 6.2 The Group Leader accepts responsibility for the Group throughout the visit and is also responsible for their behaviour, conduct and safety at all times.
- 6.3 The Group Leader or a nominated Accompanying Adult must remain on site at all times (unless all Groups are off site).

- 6.4 It is the Clients responsibility to ensure that Group Leaders and Accompanying Adults are adequately experienced to supervise their groups in the context of the Centre environment. In a school context, the Educational Visits Co-Ordinator (EVC) would be able to advise on this.
- 6.5 Where Group Leaders and Accompanying Adults are responsible for supervising self delivered activities, including residential camps, they must hold the appropriate qualifications as advised by the Centre.

7 Banned Substances, Aerosols, Smoking and E-cigarettes (Vaping) Policy

- 7.1 Smoking and/or vaping are not permitted in any Centres' buildings.
- 7.2 Banned substances are not permitted.
- 7.3 Participants are not permitted to use aerosol deodorants, hairsprays or banned substances in accommodation bedrooms. Should this happen and result in the fire service attending, any costs will be charged to the Client.

8 Price Changes and VAT

- 8.1 Hampshire County Council shall endeavour to keep published prices and other information up to date and reserve the right to alter them at any time.
- 8.2 At the time of processing the Booking, the Client will be informed of the cost of the visit. If the visit is to take place in a period for which prices have not yet been released, the Client will be given an estimated cost, based on anticipated price increases. The Client shall be emailed the actual cost of the Booking as soon as it becomes available.
- 8.3 VAT will be charged at the prevailing rate on the date the invoice is issued.

9 Data Protection Legislation

The information you have supplied will be used to;

- A. Process your booking and payment
- B. Inform you about other courses and activities HCC provide if you consent. Please tick the box on the booking page if you would like to receive this information. You can withdraw consent at any time by contacting us at bookings.hoc@hants.gov.uk

Please also refer to the relevant Privacy Notice associated with your booking.

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

9.3 The Client shall not disclose any Personal Data (as defined by GDPR) or the terms of this Agreement to any third party without the prior written approval of Hampshire County Council. Approval may be granted subject to such terms as Hampshire County Council thinks fit in order to comply with GDPR and FOIA.

9 Acceptance of Terms and Conditions

10.1 All bookings are accepted on condition that the Client agrees to abide by this Agreement, which override any other terms and conditions, and they confirm this acceptance on the booking form.

10 Updates to Conditions and Future Bookings

11.1 Hampshire County Council reserves the right to update and or amend this Agreement at any time without notice.

11 Other Important Terms

- 11.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.2 Hampshire County Council may transfer the rights and obligations under these terms to another organisation and will notify the Client in writing if this happens.
- 11.3 These conditions operate separately. If any court or relevant authority decides any of them are unlawful, the remaining paragraphs will continue in full.
- 11.4 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
- 11.5 This Agreement shall not create any partnership or joint venture between Hampshire County Council and the Client, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 11.6 The failure by either party to insist upon strict performance of any part of the Agreement, or delay in or failure to exercise any rights or remedies, or properly to notify the other party in the event of breach shall not be deemed to be a waiver of any right of the party to insist upon strict performance of this Agreement or of any rights or remedies, nor shall any termination of the Agreement by the party operate as a waiver of any of its terms..
- 12.7 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts

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