

# **Hampshire Outdoor Centres Calshot, Runways End, Hampshire Cass Mountain Centre and Tile Barn Individual course booking conditions**

Please contact the Centre providing the course before making a booking if any participant has a Condition which is likely to impact on the Participant's ability to take part in the course. (For examples see definition below)

It is strongly recommended anyone with a Medical Condition to check with their doctor prior to participation in a course.

## **Definitions**

**Client:** person making the booking

**Participant:** other persons attending the course within the Client's booking

**HCC:** Hampshire County Council

**The Centre:** the location where the course takes place

**Medical Condition:** Pregnancy, taking medication, illness or similar.

**Condition:** includes Medical condition, physical disability, learning need or other similar condition which is likely to impact on the Participant's ability to take part in the course.

**Young Person:** a 12 to 17 year old

## **1 Payments and Booking**

1.1 All fees are payable in full at the time of booking.

1.2 For bookings costing more than £120.00, £75.00 of the course fee is the non-refundable deposit.

1.3 For bookings costing £120.00 or less, £30.00 of the course fee is the non refundable deposit.

1.4 HCC's acceptance of the booking will be provided via confirmation email once the online booking is made.

## **2 Notification of Change and Cancellations**

2.1 Change of date constitutes cancellation

2.2 All cancellations/transfers must be made in writing to the bookings team of the Centre providing the course. (Email is acceptable).

2.3 Once notified in writing HCC will make every effort to resell the course place/s.

## **2.4 Cancellation/Transfers by Hampshire Outdoor Centres**

HCC reserves the right to:

- a) Cancel a course should the numbers fail to reach a viable minimum. HCC will either propose a transfer to an alternative date acceptable to the Client or make a full refund
- b) Courses may be cancelled by HCC up to 7 days prior to the starting date unless there has been consultation with the customer.
- c) Determine if a Participant meets the course criteria.
- d) Request a Participant who does not meet the course criteria to withdraw. Any return of course fees would be in accordance with the cancellation conditions in clause 4.
- e) Decline to award a certificate (but HCC will supply reasons and an action plan).
- f) Cancel course due to forecast or prevailing weather conditions or other circumstances beyond HCC's control as set out in clause 15. In such an event HCC will either propose a transfer to an alternative date acceptable to the Client or make a full refund.
- g) Curtail a course due to adverse conditions forecast or prevailing weather conditions or other circumstances beyond HCC's control as set out in clause 15. HCC will endeavour to provide mutually acceptable alternative date(s), but if unable to do so, it will make a pro-rata refund.
- h) Substitute alternative activities due to adverse weather conditions. No refund will be given.

### 3 Reselling a booking

Where a cancelled booking has been resold prior to the start of the course then;

- (a) For courses costing over £120.00 HCC shall refund the course fee less a £30.00 administration fee..
- (b) For courses costing £120.00 or less, no refund will be made however; HCC shall endeavour to transfer the booking to another mutually agreed date. An administration charge of £15.00 will be made for the transfer.

### 4 Refund of bookings

4.1 Refunds will only be made after the course start date.

4.2 Where HCC are unable to resell a place prior to the start of the course, the booking refund amount will be deducted as follows:

- (a) Cancellation received 56 days (eight weeks) or more prior to the start date:
  - (i) For course fees of more than £120.00 the refund amount will be the booking fee less non-refundable deposit (£75)
  - (ii) For course fees of £120.00 or less the refund amount will be the booking fee less non-refundable deposit (£30)
- (b) Cancellation received more than 14 days (two weeks) but less than 56 days (eight weeks) before start date: 25% of course fee will be refunded.
- (c) Cancellation 14 days or less before start date of all courses: **No refund** (in the event HCC is able to resell the course then paragraph 3 will apply).

4.5 Refunds to be processed on the card used to make the online payment. If this is not possible, the Centre will issue a refund cheque.

4.6 HCC will endeavour to process refunds within 5 working days.

### 5 Insurance and loss of property

5.1 Clients accept responsibility for arranging appropriate insurance against cancellation, curtailment, personal accident, personal liability and theft. HCC strongly recommends the Client obtains such insurance.

5.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example if you discussed it with us during the booking process.

5.3 After an event, any personal items found will be retained for a minimum of two weeks, after which they will be disposed of. The Client should contact the Centre where the event took place within this period.

### 6 Use of own boat/craft

6.1 Clients receiving tuition in their own boat/craft should check their insurance policy covers this tuition.

6.2 A copy of the current insurance should be provided within 24 hours of making a booking.

### 7 Physical Fitness/swimming ability/ Safety

7.1 Clients accept many of our courses are physically demanding and may involve bending, lifting, balancing, jumping, falling, climbing stretching and a degree of co-ordination.

7.2 Clients shall ensure that they and all Participants have an adequate level of fitness for the activities undertaken.

7.4 Clients shall ensure that where they and any Participant takes part in water activities they can swim 50m and are water confident.

7.5 Clients shall ensure that they and all Participants remove or tape over rings, chains, earrings and other similar items whilst

participating in activities which could result in them being snagged.

## **8 Medical Forms**

8.1 All those intending to take part in activities at any of the Centres need to complete a medical form in advance of their visit. A link to this form is included in the booking confirmation email you will receive at the time of booking.

8.2 Booking forms confirming the above or any special dietary requirements should be received by the Centre at least 7 days in advance of the start date.

8.3 Where a participant is under 18 years old, medical forms must be completed by their parent/guardian.

8.4 Medical forms must be given to the Centre prior to, or at the time of arrival.

Medical forms will be sent for completion along with your booking confirmation shortly.

## **9 Aerosols, Smoking and e-cigarettes (vaping) policy**

9.1 Smoking and vaping are not permitted in any Centres' buildings.

9.2 Centres do have designated outdoor smoking and vaping points.

9.3 Centres operate sensitive smoke detection throughout the sites.

9.4 Residential customers are not permitted to use aerosol deodorants hairsprays or banned substances in accommodation block bedrooms.

## **10 Under 18 Participants**

10.1 We require parental consent and additional medical information for all under 18 year old Participants. Medical information forms are available on each Centre's website to print off.

10.2 Medical forms for under 18 years participants must be returned to, or at the time of arrival.

10.3 The Centre will not accept handover from parents earlier than course start time.

10.4 Collection to be promptly at course finish time.

## **12--17 year olds on adult courses**

10.5 Subject to the additional requirements below, 12 to 17 year olds may attend adult courses available at Calshot, as specified in the course information.

10.6 The courses and age ranges will be detailed when making the booking.

10.7 All instructions given by HCC staff must be followed, including at break times, when a member of staff other than the instructor may be providing the pastoral supervision.

10.8 Young persons are expected to behave in a responsible and mature manner.

10.9 Misbehaviour or any behaviour which we consider might endanger someone or cause safety issues may result in the young person being excluded from a session or from the rest of the course.

10.11 Those with parental responsibility will be contacted at the earliest opportunity to discuss the situation and may be required to remove the young person from site.

10.12 The Duty Manager's decision will be final, no refund will be made.

10.13 Residential places are only available if:  
(a) the young person is accompanied by a responsible adult at all times when not in a taught session or,  
(b) highlighted as an exception within the course description for some dinghy and windsurfing instructors course, when pastoral supervision is provided outside course times.

## **11 Price Changes**

11.1 HCC endeavour to keep published prices and other information up to date and reserve the right to alter them at any time.

11.2 At the time of processing the booking, you will be informed of any price changes or other relevant changes-and given the opportunity to cancel without penalty.

## **12 UK 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](mailto:bookings.hoc@hants.gov.uk)
- C. Please also refer to the relevant Privacy Notice associated with your booking.

### Photograph Consent

HCC occasionally take photographs of Clients and Participants for publicity, including its own website. Please confirm your consent on the educational visit information and medical form.

## **13 Acceptance of Booking Conditions**

All bookings are accepted on condition that the Client agrees to abide by HCC's booking conditions and confirms this acceptance on the Booking Form.

## **14 Updates to Conditions and Future Bookings**

HCC reserves the right to update and or amend these booking conditions at any time without notice.

## **15 Circumstances beyond our control**

15.1 HCC will have no liability to the Client under the contract 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.

15.2 HCC will endeavour to provide mutually acceptable alternative date(s), but if unable to do so, it will make a pro-rata refund.

15.3 HCC will notify the Client at the earliest opportunity of such an occurrence.

## **16. Other important terms**

16.1 This booking is between the Client and HCC. No other person shall have any rights to enforce any of its terms.

16.2 HCC may transfer the rights and obligations under these terms to another organisation and will notify the Client in writing if this happens.

16.3 These conditions operate separately. If any court or relevant authority decides any of them are unlawful, the remaining paragraphs will continue in full.

16.4 Where HCC do not insist on performance of the Client's obligations under these conditions or do not enforce rights against the Client or delay in doing so, that will not mean these rights have been waived.

16.5 These conditions are governed by English law. The Client and HCC agree to submit to the exclusive jurisdiction of the English courts.