

# Hampshire Outdoor Centres Group Booking Terms and Conditions

Hampshire Outdoor Centres is the service which manages four Centres which are owned by Hampshire County Council (referred to here as HOC). These Centres include:

**Calshot Activities Centre**, Calshot Spit, Fawley Southampton, SO45 1BR

**Tile Barn Outdoor Centre**, Church Ln, Brockenhurst, SO42 7UB

**Runway's End Outdoor Centre**, 1 Forge Lane, Aldershot, GU11 2RE

**Argoed Lwyd Outdoor Education Centre**, Libanus. Brecon, Powys, LD3 8EN

## Definitions

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

**Additional Needs** means any special needs that the Client makes HOC aware of in advance to ensure a positive experience.

**Client** means the Group or school who make and are responsible for the booking

**Fee** means the fee payable by the Client or by a third party on behalf of 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

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") which shall become binding on payment of the deposit or of the full Fee as set out in clause 2.

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 or HOC may accept payment from a third party on behalf of the Client, a non-refundable deposit of 25% or £300.00 (whichever is greater) based on the total value of the booking once the booking form has been accepted. If the total value of the booking is less than £300, the full amount of the booking is payable.

2.3. The Client shall make payment to HOC in one of the following ways:

- By credit / debit card phoned directly to HOC
- By cheque, payable to Hampshire County Council, posted directly to The Centre.
- By invoice, on receipt of an official purchase order. HOC 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.

2.4 The Client shall pay or HOC may accept payment from a third party on behalf of the Client for the remaining balance (the Fee minus the deposit) 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 Client shall, and confirms that the Group shall, treat the Centre and its contents and all persons at the Centre with care. HOC reserves the right to charge the Client for the cost of any injury, damage, extra cleaning or missing items.

2.6 HOC reserves the right to charge for 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. Where additional charges will apply, HOC shall seek the Client's agreement prior to proceeding.

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 HOC as per the address on the website or by email to [bookings.hoc@hants.gov.uk](mailto: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 The Client may request a change to their booking 3 months prior to the date of the visit subject to availability, any increase in the Fee and a reasonable administration charge.

3.4. A cancellation by the Client or authorised representative less than 3 months prior to the date of visit may result in the Client being charged the full cost of the booking (if not already paid).

3.5 HOC reserves the right to cancel a booking due to adverse weather conditions or any other circumstances beyond HOC's control as set out in clause 3.8 below.

3.6 HOC 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 or pandemic, 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.

3.7 In the event that HOC cancels a booking in accordance with clause 3.5 or 3.6, HOC may, at its absolute discretion, propose a transfer to an alternative date, make a refund or substitute alternative activities.

3.8 HOC will endeavour to deliver the activities or programme content as agreed during booking process. HOC may adjust the activity or programme content in response to operational needs such as adverse weather conditions, staff absence, equipment failure and/or other facility or resource limitations.

### **4. Insurance**

4.1 The Client shall accept responsibility for and arrange appropriate insurance against cancellation, curtailment, personal injury, and death (save in the event of HOC's negligence), group sickness, personal liability and theft.

4.2 HOC is responsible to the Client for foreseeable loss and damage caused by HOC's negligence to the total value of the Fee. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both HOC and the Client knew it might happen, for example if equipment at the Centre was not maintained and this caused damage to the Client's property.

## **5. Safety, Medical and Consent**

5.1 The Client shall ensure that the Group complies with the instructions of HOC staff and the general rules of the Centre, as detailed in the HOC School & Group Joining Instructions, which sets our essential pre-visit information and is sent to the Client in advance of their visit. If any member of the Group puts themselves or others at risk, they may be excluded and no refund will be made and the Client will be responsible for the individuals onward travel arrangements including any costs.

5.2 The Client shall ensure that:

a) Groups accept that, by their nature, adventurous activities may involve some level of risk which cannot be fully eliminated. HOC is not responsible for personal injury linked to those activities, unless caused by HOC's own negligence.

b) Groups accepts that activities may involve bending, lifting, balancing, jumping, falling, climbing, stretching, co-ordination and swimming and shall make the Group are aware of this.

c) Participants with Medical Conditions have consulted with their doctor prior to booking.

d) The Group leader's shall have obtained fully informed (parental for under 18s) consent from each Participant and Accompanying Adult to attend the Centre before arrival.

e) The Group Leader shall obtain information (from parents or guardians for under 18s) 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 HOC using the supplied Group list (including medical/swimming/dietary information/additional needs) 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 HOC in advance of the visit.

## **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 Client's 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 or experience as advised by HOC. In a school context, permission from the Educational Visits Co-Ordinator (EVC) would also be necessary.

## **7 Restricted Items, Banned Substances, Aerosols, Smoking and E-cigarettes (Vaping) Policy**

7.1 Smoking and/or vaping are not permitted in any of the Centres' buildings.

7.2 Weapons such as knives and banned and age-restricted substances including alcohol, cannabis, drugs and psychoactive substances are not permitted and may be confiscated by HOC without the

obligation to return the items. HOC may reporting incidents to the relevant authorities. The individual in possession of the item may be asked to leave the Centre (without any refund) and make their own travel arrangement for their onward journey.

7.3 Participants are not permitted to use aerosol deodorants, hairsprays or banned/age-restricted substances in accommodation bedrooms. Should this happen and result in the fire service attending, any costs may be charged to the Client.

## **8 Price Changes and VAT**

8.1 HOC shall endeavour to keep published prices and other information up to date and reserves the right to alter them at any time.

8.2 VAT will be charged at the prevailing rate on the date the payment is made.

## **9 Data Protection Legislation**

9.1 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)

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 UK General Data Protection Regulations (UK GDPR) and FOIA.

9.3 The Client shall not disclose any Personal Data (as defined by UK 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 UK GDPR and FOIA.

## **10 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 or representations, and they confirm this acceptance on the booking form.

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

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

## **12 Other Important Terms**

12.1 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.

12.2 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.

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

12.4 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.

12.5 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..

12.6 This Agreement binds the Client and all members of the Group. The Client must ensure that all members of the Group are aware of and accepts these terms and conditions. This Agreement shall expire following the departure of all members of the Group from the Centre.

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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