

Terms and Conditions

T: 01603 737215

E: horsteadcentre@horsteadcentre.org.uk

A: The Horstead Centre, Rectory Road, Norwich, Norfolk NR12 7EP

www.horsteadcentre.org.uk

Registered Charity Number: 303986

VAT Number 282 0458 63

Horstead Centre

Residential Stays & Activity Days

1 BOOKING

1.2 The Customer acknowledges that once the Booking Form 1 has been signed by the Party Leader(s) and returned to The Horstead Centre a binding contract will immediately come into force between the Client and The Horstead Centre. The Client warrants that the Party Leader(s) are authorised to sign the Booking Confirmation and acknowledges that it shall be the responsibility of the Client 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 Activity and to ensure that each Party Member and their parent or guardian has been made aware of and complies with these Conditions.

1.3 In the event that The Horstead Centre agrees to accept a provisional booking, such provisional booking will be held at the discretion of The Horstead Centre and The Horstead Centre shall not be liable to the Customer or any Party Member in the event The Horstead Centre is unable or unwilling to provide a Booking Confirmation which incorporates the Client's preferred dates.

1.4 The Client shall not be entitled to make any alteration to any documentation issued by The Horstead Centre. Any alteration required to any Booking Confirmation provided by The Horstead Centre should be notified to The Horstead Centre as soon as possible and prior to the signing of the Booking Confirmation and in the event The Horstead Centre is able to satisfy the Client's requirements The Horstead Centre shall send to the Client a revised Booking Confirmation.

2 CHANGES AND CANCELLATIONS

2.1 Should the Client wish to make any alteration to the Booking the requested alteration shall be notified to The Horstead Centre in writing by the Party Leader(s) promptly in which case The Horstead Centre may accept such alteration (subject to any increase in the Booking Price, 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 telephone The Horstead Centre on 01603 737215 to discuss the required alteration. The Horstead Centre will not make any alteration to the Booking unless a written request is received from the Party Leader(s).

2.2 The Client acknowledges and agrees that the Booking shall only cover those Party Members specified on the Booking Confirmation or otherwise agreed in writing with The Horstead Centre in accordance with the Conditions and that no individual who is not a Party Member will be permitted to engage in any Activity or remain at the Centre.

2.3 The Horstead 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.

2.4 All itineraries and programmes are subject to alteration due to weather and/or operational factors and The Horstead 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 Price.

2.5 Material changes may be necessary by reasons for prevailing weather conditions, operational considerations and matters beyond the control of The Horstead Centre (including Force Majeure events). Accordingly, The Horstead 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 Client shall have the following options:

(a) to accept the change (subject to paying any additional charges in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly or

(b) to book a substituted Activity with The Horstead 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 The Horstead 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.

2.6 No compensation shall be payable in circumstances where a material change is necessary as a result of factors outside the control of The Horstead Centre or as the result of any act of Force Majeure.

2.7 The Client shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Party Leader(s) Providing, The Horstead Centre with written notice and payment of the Cancellation Charges:

Cancellation fees are based on the number of people declared on the Booking Form 1 or our minimum number, whichever is the greater.

Low season (Nov-Feb inc) Minimum number 12 people

Mid season (Mar-Apr inc & Sept-Oct inc) Minimum number 24 people

High season (May-Aug inc) Minimum number 24 people

In all cases, the deposit, due within 14 days of the provisional booking, is strictly non-returnable.

Cancellation fees:

Within 12 weeks of date of arrival 25% of the full fee

Within 6-12 weeks of date of arrival 50% of the full fee

Within 6 weeks of the date of arrival FULL FEE

Please be aware of the minimum fees and numbers for the residential accommodation and for the activities.

2.8 Without prejudice to any other right or remedy available to it The Horstead Centre 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 the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by The Horstead Centre

2.9 Without prejudice to any other right or remedy available to it, The Horstead Centre shall be entitled to cancel the Contract or such part of the Contract as may be determined by The Horstead Centre without liability on receipt of any notice received from the Client or Party Leader(s) by reference to clause 4.4 in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by The Horstead Centre.



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3. BOOKING PRICE AND PAYMENT SCHEDULE

3.1 Subject to any special terms agreed in writing between The Horstead Centre and the Client shall make payment for the Deposits and the Booking Price as set out in the Payment Schedule. The Horstead Centre shall not send payment reminders and the Customer must ensure that payments are made by the relevant due dates.

3.2 Unless otherwise provided in these Conditions or agreed in writing by The Horstead Centre any Deposits (see Deposits above) are non-refundable.

3.3 If at any time before the Arrival Date The Horstead Centre deems it necessary to increase the Booking Price to give effect to any increase in cost to The Horstead Centre in providing the Activity or services (including any increase in the rate of VAT applicable written notice of any such increase shall be given to the Customer increasing the Booking Price and in the event such increase:

(a) does not exceed 5% of the Booking Price: the Customer shall not have the right to cancel the Contract

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

3.4 Notwithstanding the provisions of clause 3.3 above any increase in the cost to The Horstead Centre necessitating an increase in the Booking Price which is a result of any change which is requested by the Client or as a result of any delay caused by any instructions of the Client or failure of the Client to give to The Horstead Centre adequate information or instructions shall not entitle the Client to cancel the Contract on receipt of a written notice of such increase in the Booking Price other than as provided in clause 2.7.

3.5 If the Customer fails to make payment in accordance with the Payment Schedule then without prejudice to any other right or remedy available to it The Horstead Centre shall be entitled to charge the Customer interest at the rate of 3% per annum above National Westminster Bank PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

4. CUSTOMER'S OBLIGATIONS

4.1 Participation in activities requires Party Member(s) to be in good health and have a reasonable basic level of fitness.

4.2 The Party Leader(s) accept responsibility for the general conduct of the Party Member(s) throughout the stay and the Client 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 throughout the residential or activity day. The Horstead Centre staff provide activity instruction only to groups during sessions.

(b) Teachers and/or other adults take responsibility for supervision in the centre and outside the centre reasonable steps to minimise disturbance to neighbours and prevent damage to the property.

(c) no party member under 18 years of age consumes alcoholic drinks.

(d) all local laws relating to the consumption of alcohol are at all times obeyed by the Party Member(s).

(e) ensure that no Party Member smokes in any part of the Centre other than in those areas marked as designated smoking areas.

(f) 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 of The Horstead Centre.

(g) The Horstead 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.

(h) 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).

4.3 The operation of the Centre is subject to statutory controls including those relating to fire licensing entertainment safety of equipment and the Client 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.

4.4 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 The Horstead Centre to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastro enteritis. In particular (and without limitation) the Customer and/or the Party Leader(s) are required to advise The Horstead Centre if any Party Member 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 4 weeks 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 if covered under the terms of the Group Travel Policy or any other insurance policy taken out by the Client or the Party Member(s).

4.5 The Client must advise The Horstead Centre at the time of making any Booking or as soon as the Client becomes aware of any special needs or care requirements required for any Party Member(s) and the Client acknowledges that The Horstead Centre does not provide routine or special assistance to Party Member(s) in respect of any such special needs or care requirements.

4.6 The Horstead Centre reserves the right to decline any Booking or exclude any Party Member at any time prior to or during the Activity if in The Horstead Centre opinion the inclusion of that Party Member is not compatible with the general enjoyment and well-being of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the Clients.

5. COMPLAINTS

In the event that the Customer is not satisfied with the Activity or services provided by The Horstead Centre the Client or Party Leader(s) must notify The Horstead Centre, Centre Manager during the stay of any claim the Client intends to pursue thereby affording The Horstead Centre the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should write to The Horstead Centre immediately and The Horstead Centre will endeavour to find a satisfactory solution up to a limit of £1,500 per Booking (representing the maximum liability of The Horstead Centre unless otherwise provided under these Conditions).

The Horstead Centre shall not accept liability for any complaint which is not notified to The Horstead Centre in writing within 28 days of the Departure Date.

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6. LIABILITY

6.1 Any liability of The Horstead Centre hereunder (except in respect of death or personal injury caused by The Horstead Centre's 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 The Horstead Centre's obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Client in the cheapest available market of similar services to replace those not performed over the Booking Price.

6.2 In all cases except where personal injury, illness, or death results The Horstead Centre's liability is limited to twice the Party Member Price (excluding insurance premiums and amendment charges) of the Party member affected in total.

6.3 Except in respect of death or personal injury caused by The Horstead Centre's negligence or that of The Horstead Centre's employees or agents The Horstead Centre shall not be liable to the Customer or any Party Member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by The Horstead Centre's negligence or that of The Horstead Centre's employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.

6.4 Subject as expressly provided in these Conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by Law.

6.5 The Client shall indemnify and keep indemnified The Horstead Centre from and against any and all direct and indirect loss, damage, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to The Horstead Centre its employees, guests, visitors, or agents unless The Horstead Centre is liable for the same under these Conditions.

7. INSURANCE

Insurance cover is not included in the Booking Price.

8. FORCE MAJEURE

The Horstead 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 The Horstead Centre's reasonable control including strikes, lock-outs, labour disputes, act of God, 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 workmen, materials, goods or raw materials in connection with the performance of this Agreement.

9. SPECIAL REQUESTS

All special requests should be made at the earliest opportunity in writing. The Horstead 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 Horstead Centre in writing.

10. PHOTOGRAPHY AND MARKETING

10.1 At certain times The Horstead Centre retains professional photographers to take pictures for use in promotional material. If any members of your group do NOT want to appear in any such photography the Party Leader(s) should notify us prior to their visit and advise the senior instructor at the Centre upon arrival.

10.2 The Horstead Centre uses elements of customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted please could you inform us on any written material that you submit to us.

11. DATA PROTECTION

The Horstead Centre has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to Party Members will only be used by The Horstead Centre 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 The Horstead Centre's products and services. All personal data is processed in accordance with data protection legislation.

12. GENERAL

12.1 If an adult is attending as a one-to-one carer for a specific student, we will allow that adult free at our discretion depending on bed availability.

12.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

12.3 The Horstead Centre may perform any of its obligations or exercise any of its rights hereunder by itself or through its employee's agents or sub-contractors.

12.4 No waiver by The Horstead Centre of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or other provision.

12.5 No failure by The Horstead Centre to exercise any power given to it or to insist upon strict compliance by The Horstead 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 The Horstead Centre's rights under the Contract.

12.6 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.

12.7 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 and the remainder of the provisions in question shall not be affected thereby.

12.8 Any notice given hereunder must be given in writing and delivered or sent by post to the Centre Manager at The Horstead Centre.

12.9 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts