

Terms and Conditions

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

www.horsteadcentre.org.uk Registered Charity Number: 303986 VAT Number 282 0458 63

TERMINOLOGY: Within this document, the Horstead Centre is referred to as *'The Horstead Centre,' 'The Centre,' 'us,' 'we,' and 'our.'* The customer, client, or visiting group, school, college, company, or business buying services and products is referred to as *'the customer,' 'they,' 'their,' and 'them.'*

1. BOOKING

1.1 The customer acknowledges that once the booking form has been signed by the party leader(s) and returned to The Horstead Centre, a binding contract will immediately come into force between the customer and The Horstead Centre. From this point onwards the customer agrees to abide by the full terms and conditions as stated here.

1.2 The customer warrants that the party leader is authorised to sign the booking form and that they will ensure that each party member and their parent/s or guardian/s has been made aware of and has committed to comply 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 for up to 14 days. If we have not received a signed booking form within this time this provisional booking will be removed.

1.4 The Horstead Centre shall not be liable to the customer if we are unable or unwilling to provide a booking which incorporates their preferred dates.

1.5 The Horstead Centre does not require a deposit up front, but instead will apply cancellation fees if any booking, once confirmed, is cancelled by the customer.

1.6 A sales estimate will be provided, based on the numbers and activities selected by the customer. This sales estimate is subject to changes made by the Horstead Centre and/or the customer, within the terms and conditions set out in this document.

2. CHANGES AND CANCELLATIONS

2.1 Should the customer wish to make any alteration to the booking, the requested alteration shall be notified to The Centre in writing promptly, in which case The Centre may accept such alteration (subject to any increase in the booking price or changes to the payment schedule).

2.2 The customer acknowledges and agrees that the booking shall only cover those party members specified on the booking form or otherwise agreed in writing with The Horstead Centre 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 We reserve 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, force majeure events, 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.

In the event of such changes, the customer shall have the following options:

- (a) to accept the change, in which case the contract shall be deemed to be varied accordingly
- (b) to book a substituted and comparable experience, with The Horstead Centre providing a credit for the sums paid by the customer.
- (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.

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

Cancellation:

2.6 The customer shall be entitled to cancel the booking in total or for any of the party member(s) subject to providing us with written notice and payment of applicable cancellation charges.

2.7 Full booking cancellations are based on the number of people declared on the booking form or our minimum numbers, whichever is the greater.

2.8 The customer should accept responsibility for and arrange appropriate insurance against cancellation, reduction in numbers, curtailment, personal accident, group sickness, personal liability, and theft. (See 4.)

2.9 Cancellation Terms and Charges:

- Until 8 weeks of arrival, charges are only applicable to cancellation of full booking.
- Within 8 weeks of arrival, charges are applicable to cancellations of full bookings *and* any reduction in numbers.
- **Between booking and 8 weeks of arrival** - £100/night for all residential bookings. £50/day for A/days.
- **Between 8 and 6 weeks of date of arrival.** 25% of the full fee.
- **Within 6 weeks of the date of arrival.** FULL FEE

2.10 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 us without liability, on receipt of any notice received from the customer or party leader(s) by reference to clause 6.4 in which case the cancellation charges shall apply, calculated from the date at which notice of cancellation is received.

3. MINIMUM + MAXIMUM NUMBERS:

3.1 The Horstead Centre will invoice our customers based on our minimum numbers or based on the number of attendees/activity participants declared on the booking form, whichever is greater.

3.2 Minimum accommodation and activity day numbers:

- **Low-season** (Nov–Feb inc.) 25 people for full-board visits. (25 at weekends)
- **Mid-season** (Mar-Apr & Sept-Oct inc.) 30 people for full-board visits. (25 at weekends)
- **High season** (May-Aug inc.) 30 people for full-board visits. (25 at weekends)
- **Self-Catering** (All year). 14 People

3.3 **Minimum and maximum activity session numbers:**

- Individual activity sessions are priced per-person. Minimum numbers are 10 participants per session.
- Minimum number of activities apply to school residential packages. (See price list)
- Maximum participants for each session are 14. (10-14 is ideal from a customer experience perspective)
- Activity Days will be charged at a minimum of 14 participants.

The Horstead Centre reserves the right to adjust maximum session numbers in response to factors such as weather, group ability or other valid concerns. Any adjustments will be communicated to the customer as clearly and promptly as circumstances allow.

4. INSURANCE

The Horstead Centre holds public and employer's liability up to £5,000,000.

Customers should take out adequate insurance to cover the risk of cancellation, reduction of numbers and curtailment as defined in clause 2.8. The Horstead Centre can provide example insurers but can accept no liability and receive no benefit from any specific insurer.

5. BOOKING PRICE AND PAYMENT SCHEDULE

5.1 Subject to any special terms agreed in writing between The Horstead Centre and the customer, the customer shall make payment for the full booking price upon receipt of an invoice.

5.2 Invoices will be sent 6 weeks *prior* to each customer's visit and require payment in full no later than 14 days prior to the arrival date. The Horstead Centre shall not send payment reminders and the customer must ensure that payments are made by the relevant due dates.

5.3 Bookings made within 6 weeks of the arrival date must be paid in full prior to arrival unless otherwise agreed with the Horstead Centre.

5.4 Any changes to the booking that incur additional costs (additional attendees, activities etc.) will be invoiced on departure and to be settled within 30 days.

5.5 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 us.

5.6 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, written notice of any such increase shall be given to the customer.

In the event that 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).

5.7 Notwithstanding the provisions of clause 5.6 above, any increase in the cost to The Horstead Centre necessitating an increase in the booking price which is a result of any delay caused by any instructions of the customer or failure by them to give to The Horstead 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 price, other than as provided in clause 2.6.

5.8 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 until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. CUSTOMER'S OBLIGATIONS. (Conduct, first aid, illness, damage, etc)

6.1 Participation in activities requires party member(s) to be in good health and have a reasonable basic level of fitness.

6.2 The party leader(s) must accept responsibility for the general conduct of the party member(s) throughout the stay and they shall ensure that:

- a) teachers and/or other adults accompanying children agree to always act 'in loco parentis.'
- b) all residential groups are accompanied by an adult qualified first aider and comprehensive first aid kit.
- c) All allergies, dietary requirements, behaviour issues, additional needs and/or disabilities of guests are shared with The Centre at least 6 weeks prior to your visit.
- d) the party leader and/or other adults take responsibility for supervision of guests, taking all reasonable steps to ensure appropriate behaviour, to minimise disturbance to other guests, neighbours and to prevent damage to the Horstead Centre's property, reputation, and local relationships.
- e) all local laws relating to the consumption of alcohol are obeyed by all the party member(s).
- f) ensure that no party member smokes or vapes in any part of The Centre or its premises.
- 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).

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Residential Stays & Activity Days

i) 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 staff.

6.3 The operation of The Centre is subject to statutory controls including those relating to fire licensing entertainment safety of equipment, 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.

6.4 The customer and the party leader(s) shall always 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., COVID-19, 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.

6.5 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 our opinion is that the inclusion of that party member is not compatible with the general enjoyment, safety and/or well-being of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the customer.

If cancellation of the booking or the relevant party member is necessary, the appropriate cancellation charges will apply but these may be reclaimable if covered under the terms of any insurance policy taken out by the customer.

7. CONSENT TO PARTICIPATE

7.1 The party leader will assume responsibility to secure the demonstrable recorded consent of every party member or their respective parents or guardians for their attendance at The Centre and in respect to their participation in any selected activities. This consent must be given in full understanding of the risks outlined in our **Statement of Assumed Risk** (below) and as specified in our various risk assessments, which are all available on request or to download from our website.

8. STATEMENT OF ASSUMED RISK

The Horstead Centre has an exceptional safety record, but participation in outdoor activities does entail a small element of risk to participants of minor injury, and accidents can happen. Some adventurous activities can also seem intimidating but, in our view, it is partly the experience of these risks and of challenging oneself in a supportive environment, that makes outdoor adventure so beneficial and enjoyable.

Participants in our activities and/or their respective parents or guardians must be aware of these risks and must satisfy themselves with regard to them before they consent to their/their child's participation.

To mitigate these risks, the Horstead Centre employs only qualified, supportive, and experienced staff to run our activity sessions. We comply with all national governing body guidelines; we thoroughly inspect our equipment, and we regularly review our risk assessments and operating procedures. All risk assessments are available to download from our website.

Those who comply with the instructions of our staff and our terms and conditions will therefore experience a very low level of risk. For the safety and enjoyment of all concerned, The Horstead Centre reserves the right to remove any participant from an activity in which they do not comply with clear instructions.

9. DATA PROTECTION

9.1 The Horstead Centre has a thorough data protection policy in place to protect the personal data held by us. Personal data collected from you (including data relating to party members) will only be used by us to fulfil our obligations under the contract, including in the administration and facilitation of your booking and in complying with our obligations in relation to health and safety and other regulatory obligations. All personal data is processed in accordance with data protection legislation.

9.2 Photographs will not be taken without the recorded consent of the subject/s or, in the case of those under the age of 16, their legal parent or guardian.

9.3 The Horstead Centre uses customer feedback including letters and feedback forms in some promotional material. If this material in any way could be used to identify an individual (either subject or author) it originated from, that individual will be asked for their written permission for its use by us.

10. COMPLAINTS

10.1 In the event that the customer is not satisfied with the activity or services provided by The Horstead Centre, they must notify The 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 within 28 days 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).

10.2 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.

11. 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 workforce, materials, goods or raw materials in connection with the performance of this agreement.

12. 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 us.

13. LIABILITY

13.1 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.

13.2 In all cases (except where personal injury, illness, or death results) The Horstead Centre's liability is limited to twice the party member price of the party member affected in total.

13.3 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 these conditions.

13.4 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.

13.5 The customer 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.

14. GENERAL

14.1 If an adult is attending as a designated one-to-one carer/support worker for a specific party member, we will allow that adult free of charge at our discretion depending on bed availability.

14.2 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.

14.3 No waiver by The Horstead 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.

14.4 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.

14.5 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.

14.6 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.

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

14.8 The headings in the conditions are for convenience only and shall not affect their interpretation.

14.9 The contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.