

DEFINITIONS

Cornwall Outdoors, Chy Trevail, South 2, Beacon Technology Park, Dunmere Road, Bodmin, Cornwall, PL31 2FR

Centre - An individual activity centre or camp and shall include all premises, contents, facilities and equipment.

Hirer - The person who signs the booking form on behalf of and with the consent of all persons in the party for whom the booking is made.

Hire Charge - The total fee payable for the hiring of a centre as advertised in the individual centre brochures and calculated in accordance with Cornwall Outdoors scale of charges current at the time of booking.

1 CONDITIONS

1.1 These Terms and Conditions are to govern any contract between the Hirer and Cornwall Outdoors and shall prevail over any terms put forward by the Hirer, unless Cornwall Outdoors expressly agrees to them in writing. No conduct by Cornwall Outdoors shall be deemed to constitute acceptance of any terms put forward by the Hirer. No statement made in brochures, catalogues, correspondence, or orally by Cornwall Outdoors representatives during negotiations are intended to have any contractual effect.

1.2 Although Cornwall Outdoors tries to provide as much information as possible about each centre in the individual centre brochures provided, it is important that the Hirer check details of special requirements on booking.

2 BOOKING AND PAYMENT

2.1 The Hirer is responsible for full payment of the Hire Charge (including any cancellation charges) and where an organisation is named in the application; the officers or representatives of that organisation shall also be considered to be the Hirer and shall be jointly and severally liable with the Hirer for all payments due under the contract.

2.2 The Hirer will pay all sums due under this Contract within 30 days of receipt of an invoice from Cornwall Outdoors without any discount, deduction, set off or abatement.

2.3 The Hirer must book the centre by completing and signing the booking form provided or booking via the website.

2.4 Once the completed booking form is received by Cornwall Outdoors, and if the centre is available, the Hirer will be sent a confirmation of booking. The confirmation is acceptance of the booking and a legally binding contract will then exist between the Hirer and Cornwall Outdoors.

2.5 Until a booking has been received and confirmed by Cornwall Outdoors all bookings are regarded as provisional.

2.6 In order to confirm your booking a non-returnable deposit of 10% of the minimum centre charge for the period of your stay will be required. An invoice for this will be sent to you at the beginning of the Autumn Term.

2.7 The hirer must confirm actual party numbers six weeks in advance of the commencement of the hire and you will be invoiced based on these numbers. If actual party numbers are not confirmed the original party number or actual party number will be charged, whichever is the highest. Contact Cornwall Outdoors 01872 326360 or e-mail mrichards@cornwall.gov.uk

2.8 The fee payable by the Hirer shall be the fee calculated in accordance with Cornwall Outdoors scale of charges current at the date of booking. Cornwall Outdoors reserves the right to alter or

revise these charges at any time at its absolute discretion. Additional charges may be levied for the use of additional staffing, equipment or resources at any centre.

2.9 The activity days available at each centre are set out in the individual centre information sheets. These activity days are strictly subject to availability and may be changed at the discretion of Cornwall Outdoors. Should any activity days be unavailable Cornwall Outdoors will use all reasonable endeavours to inform the Hirer prior to the start of the hire period.

2.10 Academy Schools, charities and private organisations will NOT be charged VAT on any bookings where activities are part of the residential visit. VAT will be charged on Accommodation / Food only bookings.

3 COMMENTS AND COMPLAINTS

3.1 A copy of the Cornwall Council Complaints Procedure is available on request, but we do our best to exceed the requirements of this scheme.

Please address any complaints or comments to Andy Barclay, Cornwall Outdoors, Chy Trevail, South 2, Beacon Technology Park, Dunmere Road, Bodmin, Cornwall, PL31 2FR E-mail: abarclay@cornwall.gov.uk

- We can be contacted by telephone on 01872 326360.
- We aim to respond within 3 working days and earlier if possible.
- We aim to investigate your complaint fully within 21 working days.
- We are always happy to listen and respond to suggestions for improvements to the service we offer.

4 CONDITIONS OF HIRE

4.1 The Hirer agrees to abide by the individual centre's rules and regulations as set out in the centre brochures and shall during the hire period be responsible for:-

(i) taking all measures necessary to ensure that the permitted and stated number of persons using the centre is not exceeded;

(ii) ensuring the efficient supervision of the centre and for the orderly use of the centre including the observance of any "no smoking" policy;

(iii) ensuring that all doors giving egress from the centre are left unobstructed and that no obstructions are allowed to remain in any area giving access to the centre;

(iv) ensuring that all proper safety measures are taken for the protection of the users of the centre and any hired equipment, including adequate adult supervision of young people concerned;

(v) familiarising the Hirer's party with the fire alarm positions, the location of firefighting equipment and exit routes from the centre;

(vi) ascertaining the location of the nearest emergency telephone;

(vii) the provision of a first aid kit for the Hirer's party.

(viii) ensuring that at the end of the hire period the centre is vacated quickly and quietly and premises and equipment are left in a clean, tidy and secure state;

(ix) ensuring that no damage is permitted or suffered to the centre and should any such damage occur, then to make good to the satisfaction of Cornwall Outdoors and to pay for any damage howsoever caused by the Hirer or the members of the Hirer's party.

4.2 The Hirer shall be responsible for and shall indemnify Cornwall Outdoors, its servants and agents against all claims, demands, actions and costs or for any loss, damage or injury suffered by any person arising in any manner whatsoever from the Hirer's non-compliance with these Conditions of Hire.

4.3 The Hirer shall ensure that it has in force a current public liability insurance policy which covers all members of the Hirer's party for the period of hire and evidence of such insurance may be requested by Cornwall Outdoors prior to the commencement of any hire.

5 CANCELLATIONS

5.1 Cancellations must be made in writing. Cancellations will only become effective on the date of receipt by Cornwall Outdoors.

5.2 If the cancellation of a booking is notified to Cornwall Outdoors less than three months in advance of the commencement of the hire then a charge will be made for the minimum number.

6 GENERAL

6.1 Except in so far as statutory provisions otherwise provide, Cornwall Outdoors will not be responsible or liable in any way whatsoever to the Hirer or members of the Hirer's party or to any person or persons whatsoever in respect of :-

(i) any damage or loss of any property brought onto or left at the centre either by the Hirer or by any other person;

(ii) in the absence of negligence by Cornwall Outdoors or its servants or agents any loss or injury which may be incurred by or be done or happen to the Hirer or any of the Hirer's party;

(iii) any loss due to any breakdown of any machinery, failure of electrical supply, fire, flood or government restriction which may cause the hire of the centre to be interrupted or cancelled;

(iv) any activities or activity days which are cancelled as a result of any circumstances beyond the control of Cornwall Outdoors.

6.2 If performance of Cornwall Outdoors obligations under this contract is made impossible by circumstances beyond its control amounting to force majeure, Cornwall Outdoors shall not be liable for breach of this contract in respect of its failure to be able to comply with the terms thereof.

6.3 In the event of any dispute arising between the parties in connection with this agreement or the construction, meaning or effect of these Terms and Conditions which cannot be settled by negotiation, the parties will in good faith, seek to resolve that dispute through mediation. The costs of such mediation to be shared equally by the parties. If one party refuses to participate in mediation or if the dispute is not settled by mediation within 30 days, the dispute shall be referred to arbitration.

6.4 If any of these Terms and Conditions are found to be invalid or unenforceable, then the remaining conditions shall remain unaffected and continue in full force and effect.