

BOOKING TERMS AND CONDITIONS 2020**Definitions:**

Actual Party Number(s)	being the number in the party notified to Cornwall Outdoors 20 (20) Working Days in advance of commencement of the hire.
Cornwall Outdoors	Chy Trevail, North 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.
Contract	This Contract between Cornwall Outdoors and the Hirer.
Hirer	The person, organisation and/or officers or representative of the organisation 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.
Minimum Centre Charge	Twenty (20) persons for each centre will be applied to all bookings and cancellations.
Original Party Number(s)	the number in the party when the original booking was made.
Working Day(s)	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1 Conditions

- 1.1** These terms and conditions are to govern any Contract between Cornwall Outdoors and the Hirer 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 will do its utmost 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 must book the Centre via the website or alternatively completing and signing the booking form provided.
- 2.3 Once the completed booking is received by Cornwall Outdoors, and if the Centre is available, the Hirer will be sent a confirmation of booking by email.
- 2.4 A **non-refundable deposit** of 20% of the full amount for the period of your stay will be invoiced and payment is to be made within thirty (30) days of the date of the invoice.
- 2.5 Until a confirmation email is sent by Cornwall Outdoors to the Hirer all bookings are regarded as provisional.
- 2.6 The confirmation email is acceptance of the booking and a legally binding Contract will then exist between Cornwall Outdoors and the Hirer.
- 2.7 The **Hirer must confirm Actual Party Numbers twenty (20) Working Days in advance of the commencement of the hire** and the Hirer will be invoiced based on these numbers. If Actual Party Numbers are not confirmed the Original Party Number will be charged, whichever is the highest.
- 2.8 The **Hirer will pay all sums due under this Contract within thirty (30) days of being invoiced for the final balance** without any discount, deduction, set off or abatement.
- 2.9 It is the responsibility of the Hirer to ensure that all details provided are accurate, in particular full information about each child, including medical and other special

educational needs, and emergency contact information. If we do not have all this information prior to arrival, that member of your party will not be allowed to attend.

- 2.10** 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.
- 2.11** 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.
- 2.12** 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.
- 2.13** Our contact details are: Cornwall Outdoors, Chy Trevail North 2, Beacon Technology Park, Dunmere Road, Bodmin, Cornwall, PL312FR;
Telephone: 01872 326360; or
Email: cornwalloutdoors@cornwall.gov.uk

3. Conditions of Hire

- 3.1** 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:
- 3.1.1** Taking all measures necessary to ensure that the permitted and stated number of persons using the Centre is not exceeded;
- 3.1.2** Ensuring the efficient supervision of the Centre and for the orderly use of the Centre including the observance of any "no smoking" policy (this includes vaping). Illegal drugs and alcohol are not permitted at the Centre;
- 3.1.3** 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;
- 3.1.4** 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;

- 3.1.5** Familiarising the Hirer's party with the fire alarm positions, the location of firefighting equipment and exit routes from the Centre;
- 3.1.6** Ascertaining the location of the nearest emergency telephone;
- 3.1.7** The provision of a first aid kit for the Hirer's party;
- 3.1.8** Ensuring that at the end of the hire period the Centre is vacated quickly and quietly and that the premises and equipment are left in a clean, tidy and secure state;
- 3.1.9** 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; and
- 3.1.10** Ensuring that all valuables, including mobile phones and electrical devices are not brought to the Centre. If found these items should be handed to the Hirer and will be returned to the person at the end of the stay.

4. Indemnities

The Hirer shall be responsible for and shall indemnify Cornwall Outdoors, its servants and agents against all claims, demands, actions and costs (including legal fees) or for any loss, damage, breakages or injury suffered by any person arising in any manner whatsoever from the Hirer's non-compliance with these conditions of hire, to include any damage or breakages caused to the accommodation (or any fixtures and fittings within the accommodation) due to the Hirer's negligent act or omission whilst at the Centre.

5 Liability and Insurance

- 5.1** 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:
 - 5.1.1** Any damage or loss of any property brought onto or left at the Centre by either the Hirer or by any other person;
 - 5.1.2** 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;
 - 5.1.3** Any loss due to any breakdown of any machinery, failure of electrical supply, fire, flood or government restriction, including pandemic or epidemic, which may cause the hire of the Centre to be interrupted or cancelled;
 - 5.1.4** Any activities or activity days which are cancelled as a result of any circumstances beyond the control of Cornwall Outdoors.
- 5.2** The Hirer shall ensure that it has in force a current public liability insurance policy to a minimum level of five million pounds (£5,000,000) 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.

- 5.3** The Hirer is advised that personal accident insurance is not included and should contact their own insurance company in this regard.

6. Cancellations and Termination of Booking

6.1 If the Hirer cancel:

6.1.1 Cancellations must be made in writing, either by email or letter, and will only become effective on the date of receipt by Cornwall Outdoors.

6.1.2 If the cancellation of a booking is notified to Cornwall Outdoors less than three (3) months in advance of the commencement of the hire, then a charge will be made for the Minimum Centre Charge. This also includes cancellation for illness and/or injury.

6.1.3 Cornwall Outdoors reserves the right to terminate any booking by a Hirer and/or the Hirer's party due to failing to meet these conditions.

6.2 If Cornwall Outdoors cancel:

Cornwall Outdoors always endeavour to complete scheduled bookings but we may have to cancel for unforeseeable or operational reasons.

6.2.1 If we do cancel, we will endeavour to give you at least five (5) Working Days' notice before the commencement of the hire.

6.2.2 If we cancel your booking due to circumstances in clause 6.2.1 above, you will have the choice of an alternative date or a full refund of any monies paid (including the 20% deposit).

- 6.3.** We may cancel your booking at any time with immediate effect by writing to you if:

6.3.1 you do not make any payment to us when it is due, and you still do not make payment within five (5) Working Days of us reminding you that payment is due;

6.3.2 you do not comply with your obligations under these Terms;

6.3.3 you fail to disclose medical information as part of the booking process.

- 6.4.** If Cornwall Outdoors end the Contract in the circumstances set out in clause 6.3, Cornwall Outdoors will refund any money the Hirer has paid in advance for the booking Cornwall Outdoors have not provided, (for clarity this will exclude the non-refundable deposit), but we may deduct or charge you for our reasonable costs and

expenses incurred as a result of you breaching these Terms, including the preparation of the Centres which were to be provided and/or any products or materials.

6.5 Events outside Cornwall Outdoors' control

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.

7. Data Protection

7.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including:

7.1.1 the Data Protection Act 2018 and any successor UK legislation, as well as

7.1.2 the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK.

8. Safeguarding

Cornwall Outdoors has legal obligations in relation to safeguarding and any suggestion of child abuse or negligence will be investigated and reported to our regulator, Ofsted, or relevant local authorities and agencies.

9. Photographs, videos and drones

Please be aware that Cornwall Outdoors occasionally take photographs, video footage or drone footage of children at the Centre for promotional reasons. If filming is due to take place, Cornwall Outdoors will inform the Hirer within five (5) Working Days of arrival and will give any of your party the option to opt out if they wish.

10. Notices and Communication

10.1 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can deliver this by hand, by pre-paid post or by email to:

Andy Barclay, Cornwall Outdoors, Chy Trevail North 2, Beacon Technology Park, Dunmere Road, Bodmin, Cornwall, PL312FR; or cornwalloutdoors@cornwall.gov.uk.

10.2 If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address or email address you provide to us as part of the booking process.

11. Complaints

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

11.2 In the first instance please contact:

Andy Barclay, Cornwall Outdoors, Chy Trevail North 2, Beacon Technology Park,
Dunmere Road, Bodmin, Cornwall, PL312FR.

Email: andy.barclay@cornwall.gov.uk

Telephone: 01872 326360.

We will confirm receipt of this by contacting you in writing or email.

11.3 We aim to respond within three (3) Working Days and earlier if possible. We aim to investigate your complaint fully within fifteen (15) Working Days. We are always happy to listen and respond to suggestions for improvements to the service we offer.

12. Disputes

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 twenty (20) Working Days, the dispute shall be referred to arbitration.

13. Waiver

13.1 If Cornwall Outdoors fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if Cornwall Outdoors do not exercise any of our rights or remedies under these Terms, that will not mean that Cornwall Outdoors have waived such rights or remedies and will not mean that the Hirer of its party do not have to comply with those obligations. If Cornwall Outdoors do waive a default by the Hirer, that will not mean that Cornwall Outdoors will automatically waive any subsequent default by the Hirer.

13.2 No waiver by Cornwall Outdoors of any of these Terms shall be effective unless an authorised representative of Cornwall Outdoors expressly says that it is a waiver and such authorised representative tells the Hirer in writing.

14. Severance

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15. Third Party Rights

Unless it expressly states otherwise, these Terms do not give rise to any rights under The Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

16. Governing Law and Jurisdiction

16.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).