



# KINGSWOOD BOOKING TERMS & CONDITIONS

## 1. DEFINITIONS

### **Activity**

The activity, course, tour or event, details of which are set out in the Booking Confirmation or otherwise agreed in writing by Kingswood (or any substituted event).

### **Administration Charges**

Amendments or alterations to Bookings must be requested in accordance with the procedure outlined at clause 5.1 and will be subject to an administration charge of £20 per amendment.

### **Arrival Date**

The arrival date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

### **Booking**

The reservation made by the Customer and accepted by Kingswood in accordance with these Conditions and as set out in the Booking Confirmation.

### **Booking Confirmation**

Kingswood's written confirmation of Booking.

### **Booking Price**

The price set out in the Booking Confirmation or as otherwise confirmed in writing by Kingswood.

### **Cancellation Charges**

The cancellation charges payable by the Customer calculated as set out in clause 5.7.

### **Centre**

The Kingswood Activity Centre detailed in the Booking Confirmation or any such alternative or substituted centre as may be applicable by reference to these Conditions.

### **Conditions**

The terms and conditions set out in this document and any special terms and conditions agreed in writing between Kingswood and the Customer.

### **Contract/contracting party**

The contracting party under these Conditions will depend on the Kingswood Activity Centre being booked by the Customer. For Customers traveling to Kingswood Colomendy, the contracting party will be Kingswood Colomendy Ltd. For all other bookings, the contracting party will be Kingswood Learning & Leisure Ltd.

### **Customer**

The party leader, person, firm, company or School who's booking is accepted by Kingswood in accordance with the Conditions.

### **Departure Date**

The departure date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

### **Holding Deposits**

Where a holding deposit is agreed, this will be non-refundable, invoiced at the time of booking and payable within 4 weeks. The Holding Deposit amount is calculated as follows:

- a. where the booking value is <£200 per Party Member - £5 each +VAT
- b. where the booking value is between £200-£500 per Party Member- £10 each +VAT
- c. where the booking value is £500 or more per Party Member - £25 each +VAT

### **Deposits**

The non-refundable First and Second Deposits to be paid by the Customer as detailed in the Booking Confirmation or (where no such deposit has been detailed) the deposits calculated as follows:

#### **First Deposit:**

- a. where the Activity costs £110 or more per Party Member - £50 each + VAT
- b. where the Activity costs less than £110 per Party Member - £45 each + VAT

#### **Second Deposit:**

- a. where the Activity costs £110 or more per Party Member - £55 each + VAT
- b. where the Activity costs less than £110 per Party Member - £40 each + VAT

### **Group Travel Policy**

Kingswood Educational Activity Centres Group Travel Insurance specially arranged by Kingswood details of which are available on request.

### **Kingswood**

Depending on the Contracting Party under these Conditions, Kingswood shall mean Kingswood Learning and Leisure Group Limited or Kingswood Colomendy Limited each having their registered address at 1 Jubilee Street, Brighton, BN1 1GE.

### **Package Travel Regulations**

The Package Travel and Linked Travel Arrangements Regulations 2018

### **Party Leader(s)**

Any person(s) identified by the Customer responsible for organising attendance of Party Member(s) in respect of the Activity.

### **Party Member(s)**

Those person(s) whose attendance in respect of the Activity are included in the Booking Confirmation or whose attendance is otherwise notified to Kingswood in accordance with these Condition.

### **Payment Schedule**

The payment schedule provided by Kingswood as part of the Booking Confirmation or (where no such payment schedule has been provided) payment to be made as follows:

- a. First Deposit – payable immediately on return of Booking Confirmation by the Customer (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 56 days prior to the Arrival Date).
- b. Second Deposit – payable 56 days after return of Booking Confirmation & payment of First Deposit. (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 56 days prior to the Arrival Date).
- c. Balance of Booking Price - 56 days prior to the Arrival Date (or immediately upon the return of the signed Booking Confirmation where a Booking is made less than 56 days prior to the Arrival Date).

\*\* If payment falls due over a UK school holiday, the due date will automatically be brought forward to the last day of term.

### **Party Member Price**

The price per Party Member for the Booking.

## **2. CONDITIONS APPLICABLE**

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.
- 2.2 Kingswood reserves the right to update these Conditions from time to time by notifying the Customer in writing of the updated Conditions. Any updated Conditions shall not apply to any existing Bookings, but shall apply to any new Booking made more than 30 days following notification to the Customer of the updated Conditions.
- 2.3 Any representations made by Kingswood's employees or agents concerning the Booking or the Activity shall not be incorporated into the Contract unless confirmed in writing by Kingswood and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4 Any quotation given by Kingswood may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 30 days.
- 2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Kingswood shall be subject to correction without any liability on the part of Kingswood.
- 2.6 For the avoidance of doubt the Contract is between the Customer and Kingswood and any claim for non-payment of the Booking Price or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Party Member(s) for receipt of deposits and any other payments due in connection with the Booking.
- 2.7 Certain Bookings made with Kingswood will be subject to the Package Travel Regulations. These bookings, and the rights given to Customers under the Package Travel Regulations, are described in paragraph 11.

## **3. ACTIVITY, PRICING AND CENTRE INFORMATION**

- 3.1 Activity photographs are used to give an idea of the adventure programmes at the Centre but may not necessarily have been taken there.
- 3.2 The details published in various brochures and leaflets are compiled from information which to the best of Kingswood's knowledge is up-to-date and accurate at the time of going to press (the print date appearing in each brochure or leaflet). In the event that Kingswood becomes aware that any information contained within such materials is or has become inaccurate Kingswood will use reasonable endeavours to bring this to the attention of the Customer.
- 3.3 Prices are published in good faith based on the current academic year and Kingswood reserves the rights to amend published price bands.

## **4. BOOKING PROCEDURES & CONTRACT FORMATION**

- 4.1 Kingswood shall generate a Booking Confirmation in response to a booking enquiry made by the Customer whether by submission of an order form or by other written or oral enquiry received from the Customer.
- 4.2 In the event that Kingswood agrees to accept a provisional booking, such provisional booking will be held at the discretion of Kingswood and Kingswood shall not be liable to the Customer or any Party Member in the event Kingswood is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates.
- 4.3 The Customer shall not be entitled to make any alteration to any documentation issued by Kingswood. Any alteration required to any Booking Confirmation provided by Kingswood should be notified to Kingswood as soon as possible and prior to the signing of the Booking Confirmation and in the event Kingswood is able to satisfy the Customer's requirements Kingswood shall send to the Customer a revised Booking Confirmation.

## 5. CHANGES AND CANCELLATIONS

- 5.1 Should the Customer wish to make any alteration to the Booking the requested alteration shall be notified to Kingswood in writing by the Party Leader(s) promptly in which case Kingswood 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 Kingswood on 0800 655 6564 to discuss the required alteration. Kingswood will not make any alteration to the Booking unless a written request is received from the Party Leader(s).
- 5.2 The Customer acknowledges and agrees that the Booking shall only cover those Party Members specified on the Booking Confirmation or otherwise agreed in writing with Kingswood 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 any Centre.
- 5.3 Kingswood reserves the right to make changes to the Booking which are required to conform to any applicable safety or other statutory requirements or which are not of a material nature.
- 5.4 All itineraries and programmes are subject to alteration due to weather and/or operational factors and Kingswood 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.
- 5.5 Material changes may be necessary by reasons of prevailing weather conditions, operational considerations and matters beyond the control of Kingswood. Accordingly, Kingswood 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 Customer shall have the following options:
- to accept the change (subject to payment of any additional charges) in which case the Contract shall be deemed to be varied accordingly or
  - to book a substituted Activity or
  - to cancel the Booking or such part of the Booking as is affected by a material change, subject to conditions in 5.7.
- 5.6 Where Kingswood makes changes of a material nature less than 56 days prior to the Arrival Date the Customer shall be entitled to compensation calculated as follows:  
Days prior to Arrival date on which material change is notified:
- More than 56 days – Nil
  - 56 – 35 days - £3 per Party Member
  - 34 – 15 days - £5 per Party Member
  - 14 – 0 days - £7 per Party Member
- But no compensation shall be payable in circumstances where a material change is necessary as a result of factors outside the control of Kingswood or as the result of any act of Force Majeure.
- 5.7 The Customer shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Party Leader(s) providing Kingswood with written notice and payment of the Cancellation Charges:
- +56 days 1<sup>st</sup> & 2<sup>nd</sup> Deposits non-refundable
  - 56 - 29 days prior to Arrival Date - 60%\* 28 - 15 days prior to Arrival Date - 80%\* 14 - 0 days prior to Arrival Date - 100%\*
  - \*% of final balance paid.
- 5.8 Without prejudice to any other right or remedy available to it, Kingswood 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 Kingswood.
- 5.9 Without prejudice to any other right or remedy available to it, Kingswood shall be entitled to cancel the Contract or such part of the Contract as may be determined by Kingswood without liability on receipt of any notice received from the Customer or Party Leader(s) by reference to clause 7.4, in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Kingswood.

## 6. BOOKING PRICE AND PAYMENT SCHEDULE

- 6.1 Subject to any special terms agreed in writing between Kingswood and the Customer the Customer shall make payment for the Deposits and the Booking Price as set out in the Payment Schedule. Kingswood shall not send payment reminders and the Customer must ensure that payments are made by the relevant due dates.
- 6.2 Unless otherwise provided in these Conditions or agreed in writing by Kingswood any First and Second Deposits are non-refundable.
- 6.3 If at any time before the Arrival Date Kingswood deems it necessary to increase the Booking Price to give effect to any increase in cost to Kingswood 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:
- does not exceed 5% of the Booking Price: the Customer shall not have the right to cancel the Contract
  - 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 Kingswood shall refund in full all sums paid in respect of the Booking (excluding interest).
  - Notwithstanding the provisions of clause 6.3 above, any increase in the cost to Kingswood necessitating an increase in the Booking Price which is a result of any change which is requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to Kingswood 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 5.7.
- 6.4 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 Kingswood 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).

## 7. CUSTOMER'S OBLIGATIONS

- 7.1 Participation in activities requires Party Member(s) to be in good health and have a reasonable basic level of fitness.
- 7.2 The Party Leader(s) accept responsibility for the general conduct of the Party Member(s) throughout the stay and the Customer and the Party Leader(s) shall ensure that:
- Party leaders and/or other adults accompanying the party agree to act 'in loco parentis' at all times. Kingswood staff provide activity instruction only to groups during sessions.
  - take all reasonable steps to minimise disturbance to other guests and prevent damage to the property.
  - no party member under 18 years of age consumes alcoholic drinks.
  - all local laws relating to the consumption of alcohol or illegal substances are at all times obeyed by the Party Member(s).
  - ensure that no Party Member smokes in any part of the Centre other than in those areas marked as designated smoking areas.
  - 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 Kingswood.
  - Kingswood 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.
  - 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).
- 7.3 The operation of the Centre is subject to statutory controls including those relating to fire licensing entertainment safety of equipment and the Customer 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.
- 7.4 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 Kingswood 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 Kingswood 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 any travel insurance policy taken out by the Customer or the Party Member(s).

- 7.5 The Customer must advise Kingswood at the time of making any Booking or as soon as the Customer becomes aware of any special needs or care requirements required for any Party Member(s) and the Customer acknowledges that Kingswood does not provide routine or special assistance to Party Member(s) in respect of any such special needs or care requirements.
- 7.6 Kingswood reserves the right to decline any Booking or exclude any Party Member at any time prior to or during the Activity if in Kingswood's 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 Customer.

## **8. COMPLAINTS**

In the event that the Customer is not satisfied with the Activity or services provided by Kingswood the Customer or Party Leader(s) must notify the Kingswood Centre Manager during the stay of any claim the Customer intends to pursue thereby affording Kingswood the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should write to Kingswood immediately and Kingswood will endeavour to find a satisfactory solution subject to the liability limits in Clause 9.). If you are a parent or guardian of a child who will be visiting/has visited Kingswood with a school/organisation, please raise any complaints with your Party Leader or group leader as they are responsible for raising and managing the complaint following our formal complaints procedure. Kingswood shall not accept liability for any complaint which is not notified to Kingswood in writing within 28 days of the Departure Date.

## **9. LIABILITY**

- 9.1 Any liability of Kingswood hereunder (except in respect of death or personal injury caused by Kingswood'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 Kingswood's obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Price, and in all cases with a maximum liability per Clause 9.2.
- 9.2 In all cases (except where personal injury, illness, or death results) Kingswood's liability is limited to twice the Party Member Price (excluding insurance premiums and amendment charges) of the Party member affected in total.
- 9.3 Except in respect of death or personal injury caused by Kingswood's negligence or that of Kingswood's employees or agents, Kingswood 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 Kingswood's negligence or that of Kingswood's employees or agents or otherwise) which arise out of or in connection with the booking except as expressly provided in the Conditions.
- 9.4 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.

## **10. INSURANCE**

Insurance cover is not included in the Booking Price and may be available for the Customer and/or the Party Member(s) under the terms of the Group Travel Policy (subject to payment of relevant premiums).

## **11. PACKAGE TRAVEL REGULATIONS**

Bookings by UK-based Schools and NCS participants to Kingswood Centres in the UK and France do not fall within the Package Travel Regulation. As such, Kingswood is (amongst other matters) not required to take out or provide financial protection against the risk of our insolvency.

## **12. FORCE MAJEURE**

Kingswood shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Kingswood'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.

## **13. SPECIAL REQUESTS**

All special requests should be made at the earliest opportunity in writing. Kingswood 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 company in writing.

## **14. PHOTOGRAPHY AND MARKETING**

- 14.1 1 At certain times Kingswood retains professional photographers to take pictures at Centres 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 Customer Service Manager at the Centre upon arrival.
- 14.2 Kingswood 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.

## **15. DATA PROTECTION**

Kingswood 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 Kingswood 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 Kingswood's products and services. All personal data is processed in accordance with data protection legislation.

## 16. GENERAL

- 16.1 We allow 1 free adult space for every 10 paying student places. 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.
- 16.2 Kingswood will endeavour to ensure that all accompanying adults attending with their group are in possession of a current DBS check. In any event, at least one adult accompanying a group will require a current DBS check and will ultimately be responsible for any other accompanying adults in their party.
- 16.3 The headings in the Conditions are for convenience only and shall not affect their interpretation.
- 16.4 Kingswood may perform any of its obligations or exercise any of its rights hereunder by itself or through its employee's agents or sub-contractors.
- 16.5 No waiver by Kingswood 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.
- 16.6 No failure by Kingswood to exercise any power given to it or to insist upon strict compliance by Kingswood 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 Kingswood's rights under the Contract.
- 16.7 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.
- 16.8 If any provisions of these Conditions is 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.
- 16.9 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed.
- 16.10 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

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