

Group booking pro forma contract

PLEASE FILL OUT THIS FORM IN BLOCK CAPITALS

Group/school name: _____

Name of Leader: _____

Number in group: _____

Please explain reason for course (curriculum/afterschool club/end of term activity):

Activities (circle):

Windsurfing Sailing Kayaking/Canoeing SUP

Multi Taster Day Power boat training Raft building

Dates of group attending (specify all dates):

Times of group attending (specify if times vary):

Price of course (specify price per session or per head):

Your booking reference:

Invoicing Address:

Post code: _____

Telephone number:

Email address:

I agree to the terms and conditions (signed)

Date: _____



Terms & conditions

1. General

- 1.1 All groups/Participants must adhere to Centre policies and procedures.
- 1.2 Please report to reception on each visit before you participate in any activities. Exercise appropriate and responsible behaviour at all times. Report any problems/issues with any equipment or any inappropriate behaviour of participant or Centre user to a member of staff immediately.
- 1.3 Be aware of others around you and how your actions may affect them. Report all incidents/accidents/injuries to a member of staff immediately.

2. Definitions

- 2.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- 'Event Outside Our Control': is defined in clause 10.2;
 - 'Booking': your Booking for the Services;
 - 'ESCC': East Sussex County Council
 - 'Services': the services that We are providing to you as set out in the Booking Form;
 - 'Terms': the terms and conditions set out in this document; and
 - 'We/Our/Us': Buzz Active, East Sussex County Council, Royal Parade, Eastbourne, BN22 7LD, tel. 01323 417023, email: info@buzzactive.org.uk
- 2.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

3. Our Contract with you

- 3.1 These are the terms and conditions on which We supply Services to you.
- 3.2 Please ensure that you read these Terms carefully, and check that the details on the Booking Form and in these Terms are complete and accurate, before you sign and submit the Booking Form. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 3.3 When you sign and submit the Booking Form to Us, this does not mean We have accepted your order for Services. Our acceptance of the Booking will take place as described in clause 3.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Booking.
- 3.4 These Terms will become binding on you and Us when We issue you with a written acceptance of your Booking OR We contact you to inform you that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.
- 3.5 If any of these Terms conflict with any term of the Booking, the Booking will take priority.
- 3.6 We shall assign a Booking number to the Booking and inform you of it when We confirm the Booking. Please quote the Booking number in all subsequent correspondence with Us relating to the Booking.

4. Changes to Booking or Terms

- 4.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in relevant laws and regulatory requirements [, and OR .]

- 4.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 11.
- 4.3 You may make a change to the Booking up to 14 calendar days prior to the day of the Booked activity by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Booking in accordance with clause 11 in these circumstances. Any increases in booking numbers will be subject to availability
- 4.4 If you wish to cancel a Booking before it has been fulfilled, please see your right to do so in clause 11.

5. Providing Services

- 5.1 We will supply the Services to you at the date agreed between Us in writing for the agreed time period.
- 5.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.
- 5.3 We will need certain information from you that is necessary for Us to provide the Services, for example, any medical conditions which may affect the participant during the activities. Please provide this information on the Booking Form. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 5.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- (a) clause 5.3 above will not apply where suspension results from the client's failure to provide correct information. we reserve the right to charge for our services in such circumstances.
- 5.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 5.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 5.5 If you do not pay Us for the Services when you are supposed to as set out in clause 7.5, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this.

6. If there is a problem with the Services

- 6.1 In the unlikely event that there is any defect with the Services:
- (a) Please contact Us in writing using the contact details provided in clause 13;
 - (b) Please refer to clause 13.2 in the event that you wish to make a complaint regarding our Service.
- 6.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the equipment We use is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

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7. Price and Payment

7.1 The price of the Services will be set out in Our price list in force at the time We confirm your Booking. Our prices may change at any time, but price changes will not affect any Bookings that We have confirmed with you.

7.2 ESCC is exempt from VAT as an educational service and therefore VAT will not be charged for any of the services provided.

7.3 Where We are providing Services to you, We will ask you to make an advance payment of a deposit of either £20 or 20% of the price of the Services (whichever is the greater).

7.4 Confirmation of bookings made by the client and courses booked by the client are only confirmed with ESCC once the deposit sum has been received.

7.5 The balance of any course booked must be received by ESCC within two (2) weeks of the course start date. If courses are booked within two (2) weeks of commencement payment in full must be made at the time of booking.

7.6 Any course for which a deposit has been paid and the balance is not subsequently paid within the terms contained in clause 7.5 may be subject to cancellation.

7.7 No refund will be given for any deposit paid.

7.8 If you do not receive confirmation of the booking within 7 days, please contact the Centre.

7.9 Your rights to a refund on cancellation are set out in clause 11. The organisation retains the right to cancel the booking at any time. The centre may amend or change the booking Centre depending on circumstances, staff members reserve the right to refuse entrance to the course or session if any of the Centres conditions' are not met, and no refund will be given in these circumstances.

8. Our Liability to you

8.1 Please recognise that, as with any activity there is a certain amount of risk by taking part. All activities when booked through the Centre are facilitated by appropriately qualified instructors working to the Centre policies, procedures and ratios.

8.2 Please refer to the Centre's other specific activity terms and conditions and be aware of any particular rules and regulations for any activity.

8.3 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

8.4 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

8.5 ESCC has public liability insurance and employer's liability insurance.

8.6 Please Note: PERSONAL ACCIDENT INSURANCE IS NOT INCLUDED IN THE BOOKING/ENTRY FEE.

8.7 It is the group leader's/participant's responsibility to arrange appropriate insurance against cancellation, curtailment, personal accident, personal liability and/or theft.

8.8 Valuables/Personal Property ESCC will not be held responsible or liable for the loss of or damage to any personal belongings arising from the booking or participation in any of the activities at the Centre.

8.9 Participants may only use personal equipment of such quality acceptable to ESCC staff. Personal equipment used is at the risk of the participant who agrees to indemnify ESCC against any claims, demands, actions and costs for any loss damage or injury suffered by any participant using personal equipment.

8.10 Specialist equipment is available for use at the activity centres unless otherwise stated. This may be at an additional charge.

8.11 Car parking facilities are for customer use only. ESCC shall not be held responsible for any loss or damage to any vehicle while it is parked in the Centre's car parks and therefore vehicles are parked/left at the owner's risk.

9. Behaviour/Health

9.1 All participants must behave in an appropriate manner and comply with the health and safety policies of the Centre and all requests and/or instructions made by ESCC staff. This includes providing appropriate information and details requested i.e. medical.

9.2 Please ensure you provide details of any medical conditions which may affect the participant during the activities in the space provided on the booking forms. Any information withheld which leads to problems with the participant will result in the Centre not being held liable.

9.3 Please also ensure the Centre instructor(s) is made aware of any specific needs or requirements e.g. allergies, medication etc if necessary during a session.

9.4 ESCC reserves the right to challenge any unsafe practice and/or inappropriate behaviour. Any person who in the opinion of ESCC is jeopardising the safety of themselves or anybody else will be removed from the session/asked to leave; In this event no refund will be provided.

9.5 All participants must be dressed appropriately for the selected activities, and have a change of clothes if necessary.

9.6 Please Note: It is illegal to smoke anywhere within the building and compound. Please use designated area if necessary.

10. Events Outside our Control ("Force Majeure")

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

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11. Your Right to Cancel and Applicable Refund

11.1 Before We begin to provide the Services, you have the following rights to cancel a Booking for our Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 4.1 to your material disadvantage.

11.2 You may cancel any Booking for our Services at any time before the start date for the Services; We will confirm your cancellation in writing to you.

11.3 In the event of cancellation by you, the following refunds by Us will be applicable:

- (a) If you cancel a Booking under clause 7.5 with more than four (4) weeks to the date of your activity you will receive a refund less the admin fee of £10
- (b) However, if you cancel a Booking under clause 7.5 within the two (2) weeks prior to the date of activity you will only receive 50% of the full price back
- (c) If you cancel within seven (7) days of the booking you will not receive any refund, (exceptional circumstances excepted)
- (d) In the case of non-attendance, refunds will only be considered upon the production of a valid medical certificate.

12. Our Rights to cancel and Applicable Refund

12.1 If We have to cancel an Booking for Services before the Services start:

- (a) We may have to cancel a Booking before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens and the course date will be re arranged or a credit note issued.
- (b) If sessions are cancelled due to adverse weather or other unusual conditions which make it unsafe to participate in the activity then the course dates will be rearranged or a credit note issued.
- (c) If We have to cancel a Booking under clause 10.1 and it is not possible to rearrange this Booking on another date, where you have made any payment in advance (excluding the Booking Fee) for Services that have not been provided to you, We will refund these amounts to you.

12.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) You do not pay Us when you are supposed to as set out in clause 7.5.

13. Information About us and How to Contact Us

13.1 We are a service provided by East Sussex County Council. Our address is Buzz Active, Royal Parade, Eastbourne BN22 7LD

13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephone on: **01323 417023**, in writing or by emailing Us at info@buzzactive.org.uk.

13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by email, by hand, or by pre-paid post to Buzz Active, Royal Parade, Eastbourne BN22 7LD or by emailing Us at info@buzzactive.org.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by email, by hand, or by pre-paid post to the address you provide to Us in the Booking.

14 How we may use your personal information

14.1 We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

14.2 We will not give your personal data to any third party.

14.3 ESCC may take photographs/record video footage during activities for the Centre's advertising and marketing purposes ONLY. If you do not wish you or your child to have your photos/images used in this way please let the Centre know and tick the appropriate box on the booking form. In line with ESCC's Child Protection and Safeguarding Policy the taking of personal photographs is restricted. If you wish to take personal photos, please ask one of the Centre's senior staff members for permission.

14.4 For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in these conditions shall confer on any third party any benefit or the right to enforce any of these conditions.

14.5 Except as set out in these booking conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this contract.

14.6 The above details are provided for the purposes of this booking only and will be held on a computer and other filing systems in accordance with the Data Protection Act 1998 and will not be sold or passed onto any third parties-unless required to do so by law.

15. Other Important Terms

15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

15.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

15.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

16. Our duty of care:

ESCC's terms & conditions are not intended to limit your enjoyment of the activities/facilities. It is part of the duty of care that we as the operators owe to you, the customer/participant by law. As such they are non-negotiable and if you are not prepared to abide by them then Our staff must politely ask you to leave.

17. Your duty of care:

You also have a duty of care to act responsibly towards other users of the Centre. Statements of 'good practice' are posted around the Centre adjacent to the relevant facilities. These describe the accepted methods of use and how customers/participants would normally be expected to behave towards each other.