

## **Barnstondale Centre Booking Conditions**

### **1. DEFINITIONS**

#### **Activity**

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

#### **Administration Charges**

Amendments or alterations to Bookings must be requested in accordance with the procedure outlined at clause 5.1.

#### **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 Barnstondale in accordance with these Conditions and as set out in the Booking Confirmation.

#### **Booking Confirmation**

Barnstondale's written confirmation of Booking.

#### **Booking Price**

The price set out in the Booking Form or as otherwise confirmed in writing by Barnstondale.

#### **Cancellation Charges**

The cancellation charges payable by the Customer calculated as set out in clause 5.8.

#### **Conditions**

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

#### **Contract**

The contract between Barnstondale and the Customer for the Booking.

#### **Customer**

The person, firm, company, or School whose Booking is accepted by Barnstondale in accordance with these Conditions.

#### **Departure Date**

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

#### **Deposits**

The non-refundable holding deposits to be paid by the Customer as detailed in the Booking Confirmation or (where no such deposit has been detailed) at 25% of the total booking cost.

#### **Barnstondale**

The Barnstondale Centre, Storeton Lane, Barnston, Wirral. CH61 1BX.

#### **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 persons whose attendance in respect of the Activity are included in the Booking Confirmation or whose attendance is otherwise notified to Barnstondale in accordance with these Conditions.

### **Payment Schedule**

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

(a) Deposit – payable immediately on receipt of a deposit invoice sent to Customer upon their submission of the Booking Form (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 8 Weeks to the Arrival Date).

(b) Balance of Booking Price - 8 Weeks prior to the Arrival Date (or immediately upon the return of the signed Booking Confirmation where a Booking is made less than 8 weeks prior to the Arrival Date).

### **2. CONDITIONS APPLICABLE**

2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.

2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of Barnstondale and the Customer.

2.3 Any quotation given by Barnstondale may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 15 days.

2.4 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Barnstondale shall be subject to correction without any liability on the part of Barnstondale.

2.5 For the avoidance of doubt the Contract is between the Customer and Barnstondale 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.

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

3.1 The details published in various leaflets or online are compiled from information which to the best of Barnstondale's knowledge is up-to-date and accurate at the time of production/publish. If Barnstondale becomes aware that any information contained within such materials is or has become inaccurate Barnstondale will use reasonable endeavours to bring this to the attention of the Customer.

3.2 Prices are communicated in good faith based on the current calendar year and Barnstondale reserves the rights to amend published price bands.

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

4.1 The Customer can get an indication of costs by using the Pricing Calculator on the Barnstondale Centre website prior to any booking enquiry.

4.2 The Customer can enquire as to availability and pricing with Barnstondale Centre using the website, phone or email, but no formal

booking can be taken without the submission of an online Booking Form and payment of a Deposit Invoice.

4.3 Upon submission of a Booking Form from the customer, Barnstondale will issue a formal estimate and deposit invoice. The customer has 14 calendar days from receipt of the estimate / deposit invoice to pay the Deposit Invoice if they intend to make the booking official. If no payment is received, then Barnstondale will not proceed with the booking and offer up the dates to other customers.

4.4 Once the deposit invoice is paid, the Customer will receive a link to their Visit Plan, this will be deemed as confirmation of the booking.

4.5 The Customer acknowledges that once the Booking Form has been e-signed by the Party Leader(s) and submitted to Barnstondale and the deposit invoice paid, a binding Contract will immediately come into force between the Customer and Barnstondale. The Customer warrants that the Party Leader(s) are authorised to sign the Booking Form and acknowledges that it shall be the responsibility of the Customer and the Party Leader(s) to obtain the express authority of each Party Member or their respective parents or guardians for their attendance at the Centre in respect of the Activity and to ensure that each Party Member and their parent or guardian has been made aware of and complies with these Conditions.

4.6 In the event that Barnstondale agrees to accept a provisional booking, such provisional booking will be held at the discretion of Barnstondale and Barnstondale shall not be liable to the Customer or any Party Member in the event Barnstondale is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates and/or activities.

4.7 The Customer shall not be entitled to make any alteration to the Booking Form once submitted to Barnstondale. Any alteration required to any Booking should be notified to Barnstondale as soon as possible. In the event Barnstondale can satisfy the Customer's requirements, Barnstondale shall send to the Customer a revised Estimate.

4.8 Final Numbers MUST be confirmed **10 weeks** prior to arrival.

4.9 Room plans and dietary requirements MUST be provided **3 weeks** prior to the visit start date.

4.10 You will receive a final visit plan from Barnstondale at least one week prior to arrival.

### **5. CHANGES AND CANCELLATIONS**

5.1 Should the Customer wish to make any alteration to the Booking the requested alteration shall be notified to Barnstondale in writing by the Party Leader(s) promptly in which case Barnstondale may accept such alteration (subject to any increase in the Booking Price 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 Barnstondale on 0151 648 1412 to discuss the required alteration. Barnstondale will not make any alteration to the Booking unless a written request is received from the Party Leader(s).

5.2 Any amendments to the date of visit will incur cancellation charges in accordance with paragraph 5.8

5.3 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 Barnstondale 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.

5.4 Barnstondale reserves 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.

5.5 All itineraries and programmes are subject to alteration due to weather and/or operational factors and Barnstondale 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.

5.6 Material changes may be necessary by reasons for prevailing weather conditions, operational considerations and matters beyond the control of Barnstondale (including Force Majeure events).

Accordingly, Barnstondale 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:

- (a) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly or
- (b) to book a substituted Activity with Barnstondale providing a credit for the sums paid by the Customer or
- (c) to cancel the Booking or such part of the Booking as is affected by a material change with Barnstondale refunding in full all sums paid in respect of the Booking or such part of the Booking as is affected by the material change.

5.7 No compensation shall be payable in circumstances where a material change is necessary because of factors outside the control of Barnstondale or as the result of any act of Force Majeure.

5.8 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 Barnstondale with written notice and payment of the Cancellation Charges:

More than 12 weeks prior to Arrival Date - Deposit only

8 – weeks prior to Arrival Date – 50%\*

4 – 8 weeks prior to Arrival Date - 60%\*

2 – 4 weeks prior to Arrival Date - 75%\*

Under 2 weeks prior to Arrival Date - 100%\*

\*Percentage of the Booking Price or the relevant Party Member Price as appropriate

5.9 Without prejudice to any other right or remedy available to it Barnstondale 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 Barnstondale.

5.10 Without prejudice to any other right or remedy available to it, Barnstondale shall be entitled to cancel the Contract, or such part of the Contract as may be determined by Barnstondale, 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 Barnstondale.

5.11 The Customer may be able to reclaim the Cancellation Charges (in full or in part) under the terms of their own insurance policy, Barnstondale do not offer Group Travel Policy cover.

5.12 Any alterations to the booking made within 2 weeks of arrival will incur a £25 admin fee for each update provided.

## 6. BOOKING PRICE AND PAYMENT SCHEDULE

6.1 Subject to any special terms agreed in writing between Barnstondale and the Customer, the Customer shall make payment for the Deposits and the Booking Price as set out in the Payment Schedule. Barnstondale 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 Barnstondale any Deposits (see Deposits above) are non-refundable.

6.3 If at any time before the Arrival Date Barnstondale deems it necessary to increase the Booking Price to give effect to any increase in cost to Barnstondale 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:

(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 Barnstondale shall refund in full all sums paid in respect of the Booking.

6.4 Notwithstanding the provisions of clause 6.3 above, any increase in the cost to Barnstondale 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 Barnstondale 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.

## 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:

(a) Teachers and/or other adults accompanying the party agree to act 'in loco parentis' at all times. Barnstondale staff provide activity instruction only to groups during sessions.

(b) All reasonable steps are taken to minimise disturbance to other guests and prevent damage to the property.

(c) No party member under 18 years of age consumes alcoholic drinks.

(d) Ensure that no Party Member smokes in any part of the Centre other than in the area marked as designated smoking area.

(e) 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 Barnstondale.

(f) Barnstondale 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.

(g) 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 Barnstondale to prevent or restrict the spread of infectious or contagious diseases e.g., chicken pox, COVID-19. In (and without limitation) the Customer and/or the Party Leader(s) are required to advise Barnstondale 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. If cancellation of the booking of the relevant Party Member is necessary, the appropriate Cancellation Charges will apply.

7.5 The Customer must advise Barnstondale 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 Barnstondale does not provide routine or special assistance to Party Member(s) in respect of any such special needs or care requirements.

## 8. COMPLAINTS

If the Customer is not satisfied with the Activity or services provided by Barnstondale the Customer or Party Leader(s) must notify the Barnstondale Operations Manager during the stay of any claim the Customer intends to pursue, thereby affording Barnstondale the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should write to the Barnstondale CEO ([jonmuspratt@barnstondale.uk](mailto:jonmuspratt@barnstondale.uk)) immediately and Barnstondale will endeavour to find a satisfactory solution. Barnstondale shall not accept liability for any complaint which is not notified to Barnstondale in writing within 28 days of the Departure Date.

## 9. LIABILITY

Barnstondale Centre holds Public Liability Insurance for our legal liability to third parties that arise from Barnstondale's negligence. All groups and hirers should have in place, for the duration of their stay/visit, Public Liability cover of at least £5M for their own protection against their group's own possible negligence. Groups may be asked to provide evidence of suitable insurance cover (The group name insured,

a policy number, name of their insurer, and the renewal date) in advance of their stay.

## 10. INSURANCE

Insurance cover is not included in the Booking Price but is advised for the Customer and/or the Party Member(s).

## 11. FORCE MAJEURE

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

## 12. SPECIAL REQUESTS

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

## 13. PHOTOGRAPHY AND MARKETING

13.1 At certain times Barnstondale instructs professional photographers to take pictures at the Centre 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 Operations Manager at the Centre upon arrival.  
13.2 Barnstondale 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.

## 14. DATA PROTECTION

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

## 15. GENERAL

15.1 For every 30 people who book at Barnstondale for a residential stay, we will discount one adult accommodation charge from the price. If an adult is attending as a one-to-one carer for a specific student, we may allow that adult free at our discretion depending on bed availability.

15.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

15.3 Barnstondale may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees' agents or sub-contractors.

15.3 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.

15.4 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.

15.5 Any notice given hereunder must be given in writing and delivered or sent by post or email transmission to the residence or principal place of business of the party to whom it is addressed.

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