



## Booking terms and conditions for trainings, activities and events for groups and individual participants

### 1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Booking:** means your confirmation that you or the person(s) named in the Booking Form would like to attend an Event, such confirmation will be deemed made by you completing and returning a Booking Form to us;

**Booking Form:** the form provided by us to you, containing certain fields to be completed about you/your daughter or your unit/groups attendance;

**Deposit:** means a percentage of the Price, being such percentage as set out in the Booking Form or as we shall in our discretion determine for a particular Event;

**Event:** means either a region training, activity or event as set out in the relevant Booking Form;

**Event Date:** means the first day of the relevant Event;

**Event Outside Our Control:** means as defined in clause 6.2;

**Price:** means the price of the Event as set out on the Booking Form;

**Individual:** means the person who agrees to the Terms (this could be a unit leader or parent if the girl is under 18):

**Participant:** means the person who attends the event and could be the same individual or different individual to the event individual.

**Group:** means the relevant guiding unit, division, district, county as set out in the booking form:

**Terms:** the terms and conditions set out in this document; and

**We/our/us:** Guide Association Anglia Region (Registered Charity No. 278508) known as Anglia Region.

When we use the words **writing** or **written** in these Terms, this will include e-mail unless we say otherwise.

Your attention is drawn particularly to the provisions relating to participants' non-attendance at clause 8.

## **2. Our contract with you**

- 2.1 Please ensure that you read these Terms carefully, and check that the details on the Booking Form are complete and accurate, before you make a Booking. If you think that there is a mistake, please contact us to discuss this.
- 2.2 Subject to clause 2.3, when you return a Booking Form to us and we confirm safe receipt and availability (in writing) these Terms will become binding and at this point a contract will come into existence between you and us (the **Contract**). For the avoidance of doubt no **Contract** will be formed between us and your place at an Event will not be secured until we confirm safe receipt and availability.
- 2.3 If we are no longer able to fulfil your Booking for a particular Event, we will inform you of this as soon as practicable (see clause 9).
- 2.4 By signing and returning a Booking Form you confirm that you (the individual) are 18 years old or above.

## **3. Our services**

- 3.1 We will use reasonable endeavours to facilitate your or your groups attendance at the relevant Event. However, please see clause 6 for our responsibilities when an Event Outside Our Control occurs.
- 3.2 We require certain information from you that is necessary for us to process the Booking, which will be detailed on the booking form or process. We will contact you about this. If you do not provide 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 cost that is incurred by us, or we may suspend your attendance at the Event by giving you written notice. We will not be liable for any delay or non-performance where you have not provided information to us after we have asked you for it ( i.e. the deadline given).
- 3.3 We may have to suspend the Event if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. See clause 6 for our responsibilities when an Event Outside Our Control occurs.

## **4. If there is a problem with the Event**

As a consumer, you have legal rights in relation to an Event not carried out with reasonable skill and care. 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.

## **5. Price and payment**

- 5.1 The Price and any Deposit are set out in the relevant Booking Form.

- 5.2 Where the Price is less than £25 per head for each member of your group, we will ask you to make a payment of 100% of the Price at the time of Booking.
- 5.3 Where the Price is £100 or more, you may either:
- a) make a payment of 100% of the Price at the time of Booking; or
  - b) pay the Deposit at the time of Booking with the remaining balance due as detailed on the booking form. This is usually at least 28 days prior to an event.

Please note that the Deposit is not refundable to the extent the amount of the Deposit is no greater than the loss suffered by us as a result of any cancellation under clauses 7 or 9.

## 6. Events Outside Our Control

- 6.1 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.
- 6.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, technical problems, 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, adverse weather, or failure of public or private telecommunications networks.
- 6.3 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.
- 6.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish to attend the Event. Please see your cancellation rights under clause 7.

## 7. Your rights to cancel and applicable refund

- 7.1 You may cancel any Booking at any time before the Event Date by contacting us in writing. We will confirm your cancellation in writing to you (the date of such communication shall be the **Cancellation Date**).
- 7.2 If you cancel a Booking under clause 7.1 and we have already incurred costs on your behalf by that time, we reserve the right to require you to pay us any costs we have reasonably incurred in relation to your attendance at the Event, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, we will invoice this amount to you.

- 7.3 When you have cancelled an Event under clause 7.1 we will use reasonable endeavours to find another participant to take your place and refund an amount to you in accordance with clauses 7.4. However, you acknowledge that this clause confers no obligation on us to fill your place.
- 7.4 The refund rates are calculated as a percentage by reference to the amount of the Price paid by you at the Cancellation Date. For the avoidance of doubt any Deposit paid is not refundable (to the extent the amount of the Deposit is no greater than the loss suffered by us as a result of any cancellation) and does not form part of the calculation of any refund rates referred to in clauses 7.5.
- 7.5 Please be aware that due to some events requiring us to use third party venues, activity providers or suppliers we may need to apply specific cancellation terms and conditions to these events. Always check the terms and conditions for all events to ensure you have the specific deadlines and cancellation information.

## **8. No charge events and non-attendance**

- 8.1 If you simply do not attend an Event or provide us with notice to cancel less than 7 working days before the Event Date:
- a) where we have already incurred costs on your behalf by that time, we reserve the right to require you to pay us any costs we reasonably incurred in relation to your attendance at the Event. We will invoice this amount to you; and/or
  - b) we may require 100% payment from you in advance at the time of Booking for any future Events.
- 8.2 For the avoidance of doubt, the provisions of clause 8.1(a) will apply even if the Price is nil.
- 8.3 Where an invoice has been delivered pursuant to clause 8.1(a) and you have not made payment of this amount within 30 days of the date of such invoice, we may engage our solicitors in order to recover this amount from you.

## **9. Our rights to cancel and applicable refund**

- 9.1 We may have to cancel a Booking before the Event Date due to an Event Outside Our Control or the unavailability of key personnel or key materials or such other reason which means we cannot run the Event. We will promptly contact you if this happens.
- 9.2 If we have to cancel a Booking under clause 9.1 and you have made any payments to us in advance for the Event, we will refund these amounts to you.
- 9.3 We may cancel the Booking 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 5 or you breach these Terms in any other material way and you do not correct or fix the situation within seven days of us asking you to in writing; and

- b) if we have to cancel a Booking under clause 9.3(a) and you have made any payment in advance for the Event, you will not be entitled to a refund to the extent that we are entitled to recover any losses we have suffered as a result of your breach.

## **10. Limitation of liability**

10.1 Nothing in these Terms shall limit 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; or
- c) any other act or omission, liability for which cannot be limited under applicable law.

10.2 Subject to clause 10.1 and to the extent permitted by law:

- a) we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract; and
- b) our total liability to you in respect of losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

10.3 All information conveyed prior to and/or during an Event provided by us is designed to fulfil the requirements of Event. No warranty as to effectiveness of information supplied is given; it is your responsibility to assess the efficacy of information or skills provided in relation to the specific tasks being undertaken. We provide no warranty in respect of the material and to the maximum extent permitted by law, exclude all liability for any loss (including consequential loss) arising from any error or omission in the material.

## **11. Information about us and how to contact us**

11.1 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 e-mail, by hand, or by pre-paid post to Events, Girlguiding Anglia, 7 Great Hautbois Road, Coltishall, Norwich, Norfolk, NR12 7JN [angliahq@girlguiding-anglia.org.uk](mailto:angliahq@girlguiding-anglia.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 e-mail, by hand, or by pre-paid post to the address you provide to us in the Booking Form.

## **12. How we may use your personal information**

12.1 We only use personal information you provide to us in accordance with our Privacy Policy. Please take time to read our Privacy Policy as it includes important terms which apply to you. A copy of our Privacy Policy can be found at <https://www.girlguiding-anglia.org.uk/privacy-policy>

12.2 We will use the personal information you provide us to:

- (a) administer booking and events
- (b) process your payment for such booking events
- (c) share relevant specific details (i.e.) dietary, mobility or health needs with the event provider.

### 13. Severance

If any provision or part-provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms of the Contract.

### 14. Other important terms

- 14.1 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.
- 14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.3 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.
- 14.4 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.
- 14.5 These Terms are governed by the laws of England and Wales. You and we both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.