

# **The Hill End Outdoor Education Centre ('Hill End') terms and conditions**

**Revised and adopted as of 1 April 2019**

## **1 Contract**

- 1.1 Please take the time to read these terms and conditions carefully as they are the basis for the contract between us (the 'Contract').
- 1.2 The party (the person, firm, company, group or school) whose booking is accepted by Hill End in accordance with these terms and conditions will hereinafter be referred to as or 'You' or 'you'.
- 1.3 The term 'booking' is generic and will apply to all types of activities, courses and residential stays at Hill End, as will these terms and conditions.
- 1.4 You confirm that:
  - 1.4.1 You have the authority to enter into this Contract;
  - 1.4.2 You accept the terms of this Contract;
  - 1.4.3 The Contract shall apply to your booking to the exclusion of all other terms and conditions; and
  - 1.4.4 Where you are making this booking on behalf of an organisation or other persons, you have their authority and, where members of your group are under the age of 18 years of age, the authority of their parents or guardians, to enter into this Contract.

## **2 Bookings: prices, process and payment**

- 2.1 The process for booking with Hill End is:
  - 2.1.1 You submit an online enquiry via the website OR apply by phone to Hill End. You must confirm the number of people in your party at this time.
  - 2.1.2 Hill End will provide you with a pending booking confirmation by email, which will confirm the total price you will pay (subject to approval of your booking).
  - 2.1.3 Once the pending booking is agreed by Hill End, you will be sent a reserved booking confirmation by email, which will then constitute an approved and final booking.

- 2.2 You will receive an invoice for the full cost of your booking at Hill End eight weeks prior to your visit, and payment will be due four weeks before your visit start date.
- 2.3 Without prejudice to any other right or remedy available to it, Hill End shall be entitled to cancel the booking and refuse entry to Hill End without any liability in the event the invoice is not paid in accordance with Clause 2.2, in which case Hill End reserves the right to impose a cancellation charge of not less than 50% of the total invoice amount.
- 2.4 Without prejudice to any other right or remedy available to it, Hill End shall be entitled to refuse a booking from any party due to any outstanding debts or previous non-compliance with the Hill End terms and conditions.
- 2.5 You must advise Hill End at the time of making a booking or as soon as you become aware of any special needs or care requirements required for members of your group. Any adjustments that may be required must be discussed and agreed with Hill End.

**3 Cancellation and changes by you**

- 3.1 If you wish to change your booking you must notify Hill End in writing, dated and emailed to Hill End ([admin@hill-end.org](mailto:admin@hill-end.org)) who will confirm upon receipt. Hill End may accept the proposed change subject to a revised cost, at its sole discretion. Prior to requesting any changes to your booking, you are advised to telephone Hill End to discuss the request.
- 3.2 You may cancel your booking with Hill End subject to the payment of a cancellation charge, as shown below. All cancellations must be in writing, dated and emailed to Hill End ([admin@hill-end.org](mailto:admin@hill-end.org)) who will confirm upon receipt. It is your responsibility to ensure that the cancellation request is received by Hill End.

<u>Cancellation Date</u>	<u>Cancellation Charge</u>
From date of booking until 57 days prior to the start date	10% of the total invoice
56 – 29 days prior to the start date	50% of the total invoice
28 – 15 days prior to the start date	75% of the total invoice
Fewer than 14 days prior to the start date	100% of the total invoice

#### **4 Cancellation and changes by Hill End**

- 4.1 Whilst every attempt is made to ensure that the booked visits run, Hill End reserves the right to cancel at any time due to any unforeseen events that should result in Hill End needing to close for operational or safety reasons (including Force Majeure events).
- 4.2 A Force Majeure event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 4.3 In such event you shall have the following options:
- Another visit at a mutually agreed date.
  - A full refund of all fees paid by you to Hill End;
- 4.4 Hill End reserves the right to make any changes to the booking which are required for operational or safety reasons (including Force Majeure events). Hill End will attempt to contact you in advance to give prior notice of such changes wherever possible.

#### **5 Health and Safety**

- 5.1 Hill End will ensure that its catering facilities meet current standards for health and safety and as set out in the Hill End Health and Safety policy.
- 5.2 Users are responsible for ensuring that these facilities are used appropriately during their visit.
- 5.3 Hill End accepts no responsibility for the level of safety of foods that might be prepared by visitors or external catering companies on site.

- 5.4 You shall take such precautions as shall be necessary and/or as may be reasonably required by Hill End to prevent or restrict the spread of infectious or contagious diseases. In particular, (and without limitation) you are required to advise Hill End if any member of your group 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 four weeks prior to the arrival date.
- 5.5 If one of your party suffer from any of following symptoms during their stay you must notify a member of Hill End's staff immediately:
- Diarrhoea
  - Vomiting
  - Stomach cramps or pain
  - Nausea
  - Fever
- 5.6 Those responsible the individual concerned must ensure that they seek medical treatment from a doctor or GP as soon as possible.
- 5.7 Anyone suffering from such symptoms must leave the site as soon as reasonably practicable. Ideally they should have as little contact with others as possible and have their movement restricted while on site.
- 5.8 The party leader is responsible for ensuring participants are not suffering from any of these symptoms prior to the visit commencing. Hill End reserves the right to deny access to the site if it thinks one or more participant is displaying relevant symptoms.
- 5.9 In the event that the attendance on site or behaviour of any member of your group may prejudice the safety and wellbeing of any visitor or member of staff, then Hill End reserves the right to cancel the booking or request that that member be removed from the site, as appropriate
- 5.10 In the event of your booking being cancelled or a member of your group being excluded from the site pursuant to Clauses 5.7, 5.8 or 5.9, no compensation or refund shall be payable by Hill End to you or the member of the party in question and you may be liable to pay the cancellation charges outlined in Clause 3.2. You shall reimburse us for any reasonable costs or expenses arising, whether directly or indirectly.

## **6 Damage liability and cleaning**

- 6.1 You undertake to report and pay for any damage to the accommodation, other than fair wear and tear. This includes any damage to the accommodation, any equipment lost, damaged, broken and stolen or any damage caused by you to any other equipment/facilities on site.
- 6.2 You are responsible for the properties occupied and used and are expected to take all reasonable care of them.
- 6.3 You are required to clean all buildings used by the group prior to departure, and leave these as you found them. The accommodation and its contents, site equipment and utensils must be left in a clean and tidy condition at the end of the hire period. All buildings may be checked before departure by a member of Hill End staff.
- 6.4 If you do not adhere to the cleaning terms, an extra charge to cover all reasonable costs or loss may be made.

## **7 General**

- 7.1 Dormitories must be vacated by 10.00 am on the day of departure.
- 7.2 All site attendance by Hill End staff between the hours of 4.30 pm and 8.00 am, that has not been agreed at the time of booking, may incur additional charges.
- 7.3 Vehicles are not allowed on site except in the car park, with the exception of limited access to buildings for group leaders, with prior agreement with Hill End staff. All vehicles must be parked in the car parks.
- 7.4 Trolleys are available for moving possessions around the site, Users are responsible for ensuring that these are used appropriately during their visit.

## **8 Insurance**

- 8.1 You are responsible for ensuring that your party has appropriate insurance to adequately cover your visit.

## **9 Disclosure and Barring Service (DBS)**

- 9.1 You are responsible for ensuring that appropriate DBS or other checks have been carried out to adequately cover the individuals in your party.

## **10 Data Protection**

10.1 Hill End shall (and shall procure that any of its staff involved in the provision of this Contract) comply with all obligations under the General Data Protection Regulation 2018 (“GDPR”) in accordance with the Hill End Data Protection Policy

## **11 Complaints**

11.1 If you have a complaint during your visit, please raise this matter with Hill End staff at your earliest opportunity, in accordance with the Hill End Complaints Policy.

11.2 If you are unable to raise any issues or complaints during your visit please contact us in writing at The Hill End Centre, Eynsham Road, Farmoor, Oxford, OX2 9NJ at your earliest opportunity, giving your booking reference and all other relevant information together with any evidence to substantiate your complaint

## **12 Variation**

12.1 Except as set out in this Contract, any variation to the Contract, including the introduction of any additional terms and clauses, shall only be binding when agreed in writing and signed by Hill End.

## **13 Governing law and jurisdiction**

13.1 The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.