

BOOKING AND PAYMENT TERMS AND CONDITIONS

Please read these terms and conditions carefully before booking a programme, course, session, activity or hiring the venue. Once a booking has been accepted and a deposit received, a binding contract will have been entered into, based on these terms and conditions, risk assessment summary and the Trust's Code of Conduct. If you (the 'Client') have any questions about our terms and conditions, please contact us. Cobnor Activities Centre Trust ('we', 'us' or the 'Trust') reserves the right, without the need to give reasons, to refuse a booking. In such circumstances no agreement arises and the Trust will return any payment accompanying the booking. The agreement is governed by English law. The Trust is licensed by the Adventure Activities Licensing Authority, registration No R0388/L13489, a government body established to ensure competent and safe procedures for centres working with young people.

1. **Booking and payment:** Bookings must be made by an authorised representative of the Client who has received (where applicable) financial approval to cover the cost of the booking from the Client. The Client or Client's authorised representative is responsible for accurate completion of any booking information and acceptance of and adherence to all aspects of these terms and conditions (this 'Agreement'). A booking will be considered to be confirmed when the appropriate payment has been received. This payment will be accepted as confirmation of a contractual agreement between the Trust and the Client on the terms of these terms and conditions. The Trust may cancel any reservation not confirmed within the period on the invoice (usually 14 days) without further reference to you.
2. **Deposits** may be made by bank transfer, cheque, or card. For registered companies and government bodies an arrangement may be made for a purchase order to be used as acceptance of the fees and terms. A deposit of 25% or £300.00 (whichever is greater) based on the total value of the agreed booking will be required to secure the booking, of which £300 is non-refundable. If the total value of the booking is less than £300, the full amount is payable. No booking is secure without a deposit. Once you have booked and paid the deposit, we will issue a Confirmation of Booking within 7 days and a contract will then exist between you and us. You must pay the remaining balance no later than 90 days prior to the date of visit and if you do not, we may cancel the booking. If you cancel a booking, you are not entitled to any refund of your deposit.
3. **Price** Any quotations drawn up by the Trust on a per head basis will prescribe a minimum number of attendees. The Trust will not give any refund if numbers fall below this minimum and will charge the specified per head fee for any additional persons attending. Once you have booked, we will not change the agreed price of your booking or subject you to any surcharge provided you meet the payment schedule unless there is any error in the invoice or government action requires us so to do. At the time of processing the booking we will inform you of the cost of the visit. If the visit is to take place in a period for which prices have not yet been released, the Client will be given an estimated cost, based on anticipated price increases and will advise you of the actual cost of the booking as soon as we are able.
4. **Additional charges** The Centre may impose additional charges at its absolute discretion, during or following any visit, for loss or damage to site equipment, any malicious damage caused during the visit and any additional cleaning charges, which you must pay.
5. **Schedule of payments** We require the deposit stated on the invoice to secure your booking. For group bookings, we may require subsequent payments or a schedule of payments (to include the costs of accommodation, activities and catering) which will be detailed on your invoice including payment deadlines. The final balance is due not less than 90 days prior to date of the start of your visit (or at the time of booking, whichever is later). The due date for payment of your final balance is due is shown on our invoice. No reminder will be sent. If any payment is not received in full by its due date, without prejudice to any other remedies we may have to recover the debt due, we reserve the right to cancel the booking. Any bookings made less than 90 days before the date of the start of your visit must be paid in full at the time of booking.
6. **How to Book and Make Payment:** You can book online via our website, or over the telephone. Payment can be made by BACS, debit card, credit card or cheque. All cheques should be made payable to: COBNOR ACTIVITIES CENTRE TRUST.
7. **Cancellations** You may cancel your booking at any time by written notice to us at our office at Chidham, West Sussex which is effective on the date we receive it there. To cover our expected losses the set scale of charges below applies. NOTE: If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges e.g. necessary cancellation due to injury or illness etc. *Cancellation charges based on 100% of the course booking charge (and pro-rata for partial cancellations) are payable as follows:*
 - –Less than 90 but more 59 days before the scheduled date of your visit:40% of the booking charge may be charged
 - –Less than 60 but more than 42 days before the scheduled date of your visit:50% of the booking charge may be charged

- –Less than 41 days but more than 32 days before the scheduled date of your visit: 70% of the booking charge may be charged
 - 31 days or less before the scheduled date of your visit: 100% of the booking charge may be charged
8. **Prevented from taking your booking** If you are prevented from attending your course or residential booking, please contact us at the earliest opportunity. We will do our best to assist. You may not, under any circumstances, transfer your booking to anyone else without our consent.
9. **Alterations requested by you** We will, wherever reasonably practicable, try to arrange any alterations you may request after the contract is formed. You must make any requests for any such alterations in writing to the Centre. Alterations requested more than 60 days in advance of your departure date, such as change of course date, accommodation, or course, if acceptable, may be subject to an administration charge. Major alterations within 60 days before the commencement of a course or visit (such as change of course date) may be treated as a cancellation and re-booking. Any new persons added to a booking may be treated, for the purposes of these terms and conditions, as if they had been named on the booking form when originally signed and we may therefore make additional charges for them. Any persons removed from the booking form will be treated as cancellations and the cancellation charges as above may apply.
10. **Ratios Maximum** group instructor ratios. Water activities have a strict maximum capacity of one instructor to no more than eight participants. Water activities include but are not limited to sailing, kayaking, raft building and open canoeing. Land based activities operate in group sizes of one instructor to not more than twelve participants. Land activities include but are not limited to cycling skills, climbing, low ropes and archery. We generally expect a teacher or group leader to join the session and to support the instructor with any students who have specific needs. To support logistics, we will try to create group sizes which are the most cost efficient for both the visiting group and the Trust. This may result in uneven group sizes. Alterations may be made to your activity programme to take account of the weather and other logistics of the Centre. We will notify you of any alterations to the programme whilst, subject to clause 11 below, ensuring the activities set out the booking are provided. If we have to cancel an activity because of adverse weather, we will provide an alternative activity, but it may be different from that set out in your booking. The Trust has a selection of “all weather” activities.
11. **Trust alterations** The arrangements detailed in this booking and on our website are given in good faith at the time of issue, but we reserve the right to provide comparable alternative arrangements if operational, or other considerations, so dictate. No employee or representative of the Trust has the authority verbally to vary these terms and conditions or the information within our website, other Trust literature or to enter into verbal agreements with clients of the Trust. No variation in these conditions or otherwise in the terms upon which a booking is made and no promise to refund money paid to the Trust shall be valid unless in writing and signed by the Head of Centre. If we make a major change to your booking, we will inform you as soon as reasonably practicable. You will have the choice of either accepting the change of arrangements or accepting a voucher for the same amount which can be redeemed within a given time period.
12. **Minimum numbers** Each course requires a minimum number of people to be booked on the course before it can proceed. Usually this is 3 people. Minimum numbers for accommodation are: 15 for the Jubilee Building and 22 for the Log Cabin. If the minimum number of students is not met, or the Trust is unable to meet any booking through circumstances beyond its control, the people booked on the course may be offered another booking at Cobnor Activities Centre Trust, or an alternative booking may be offered with another provider. If the Trust is unable to offer them or they are unable to accept such an alternative booking, the Trust may refund any deposit or course fee paid. The Trust's liability is limited to this. No responsibility whatsoever will be accepted for client travel, accommodation, air fares or other costs. We therefore strongly recommend that you do not book non-refundable accommodation or travel.
13. **Limitation of liability** The extent of the parties' liability under or in connection with any contract to which these terms and conditions apply (in this clause the 'Contract') (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.1 Subject to clause 13.4, the Trust's total liability shall not exceed the sum of £5,000,000.
- 13.2 Subject to clause 13.4, the Trust shall not be liable for consequential, indirect or special losses.

13.3 Subject to clause 13.4, the Trust shall not be liable for any of the following (whether direct or indirect):

- 13.3.1 loss of profit;
- 13.3.2 loss of contract;
- 13.3.3 loss of opportunity;
- 13.3.4 loss of savings, discount or rebate (whether actual or anticipated); or
- 13.3.5 harm to reputation or loss of goodwill.

13.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- 13.4.1 death or personal injury caused by negligence;
- 13.4.2 fraud or fraudulent misrepresentation;
- 13.4.3 any other losses which cannot be excluded or limited by applicable law; or
- 13.4.4 any losses caused by wilful misconduct.

14. **Specific terms and conditions relating to our credit notes and Voucher schemes** The following terms and conditions and policies apply to gift vouchers issued by the Trust and to the purchase and redemption of gift certificates and vouchers available on the Trust's website at www.cobnor.com ('Website')

Rules:

- The use of gift vouchers falls under the following terms and conditions and our standard terms and conditions can be viewed on our Website under the Downloads page which has a paddle icon;
- In order to purchase any voucher, you will need to register an account with us through our Website;
- Any voucher purchased through our Website will be delivered automatically by electronic means to the email address you specify at the time of order. Our vouchers include unique numbers and configurable patterns linked to your personal booking.
- Our vouchers must be redeemed on our Website or by the main office, in full or part payment of products purchased from our Website. If the course cost exceeds the amount of the voucher, the balance must be paid in full by credit or debit card at the point of booking.
- A voucher cannot be used to purchase further vouchers.
- When ordering any voucher, you should ensure to enter the recipient's email address correctly. We cannot be held responsible if the address is entered incorrectly and someone other than the intended recipient uses a gift certificate.
- The Trust does not guarantee that spaces will be available on courses. Spaces are only secured once a course has been booked, so it is recommended that you book as early as possible to avoid disappointment.
- Other offers and promotions by the Trust (including gifts with purchase and discounts) do not apply when purchasing gift vouchers.
- All v vouchers are dated and expire on the date specified or within 12 months from the date of issue.
- Strictly no extension of the expiry date from the date of issue will be allowed
- Vouchers cannot be grouped and may only be used for a single transaction
- Vouchers cannot be exchanged for cash.
- Vouchers are non-refundable
- CACT is not responsible if voucher is lost, stolen, destroyed or used without permission and no replacement will be provided in such circumstances.

15. **Personal Data** will be processed in accordance with the Trust's data protection policy available on the Website at https://www.cobnor.com/sites/default/files/cact_sep_2018_privacy_notice_statement.pdf

16. **Insurance** We strongly recommend that you are insured for your course to cover the risk of cancellation and curtailment. It is your responsibility to ensure that your policy includes cover for cancellation, medical emergencies and adventures activities to include any

watersports activities in which anyone booked on the relevant course will be participating. The Trust holds full Public Liability Insurance of not less than £5,000,000.

17. **Force majeure** The Trust reserves the right to cancel/curtail your course due to circumstances amounting to Force Majeure - these include, but are not limited to, war, invasion, rebellion, riot, terrorism, civil commotion, disorder, malicious damage, fire, flood, epidemic or pandemic, quarantine restrictions, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Trust or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors and all similar events outside the Trust's control which prevent or affect the Trust's contractual obligation to you. Where such circumstances occur, the Trust will not be liable to pay you refunds or compensation.
18. **Restrictions** Cobnor Activities Centre Trust and its staff are responsible for the safe conduct of your course and may vary the itinerary to that end. They alone shall decide whether or not the activities are available, or conditions are safe to use a particular craft or equipment. No Trust craft may be used to undertake night sailing or to partake in any third-party race without the prior written approval of the Head of Centre.
19. **Termination of booking** We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of the Trust staff or other responsible person designated or appointed by you ('Responsible Person') whose behaviour in the opinion such Trust staff or other Responsible Person is likely to cause distress, damage, danger or annoyance to other clients, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you.
20. **Your Course Fees include where applicable:** Fully qualified instructor for the course; buoyancy aids or personal flotation; wetsuits and all protective equipment; certificates for the course (where applicable). Your course fees do not include: Footwear for wearing on the water; refreshments (there are no facilities for purchasing food at the Centre); course books (e.g. RYA logbook) but these can be purchased from the Centre.
21. **Physical Fitness:** Participants should be confident in water. You must advise us on the medical questionnaire provided to you of any illness or medical disability that affects any of them. If any of them suffer from asthma, diabetes, epilepsy, giddy spells, angina or other heart conditions, or any other conditions that may affect their ability to participate fully in it. you are responsible for ensuring that any such participants have check with their respective doctors before making any booking for them and that they are in a position, if required, to produce a note from their doctor confirming their ability safely to participate in the course.
22. **Safety:** By using our services you accept for yourself and as agents for the participants, and for the parents or guardians of any participants who under the age of 18 years, booked by you on the course that, by their nature, adventure activities may involve some level of risk which cannot be fully eliminated. You agree, for yourself and as agent as aforesaid, that such participants may take part in any course on which they have been booked by you. To help with safety all participants are expected to behave in a responsible manner and at all times must take direction from a member of CACT staff and follow all instructions or guidance given and you are responsible for ensuring that participants booked on a course by you do so. To manage the risks so far as we are able, Cobnor has a 'safe system of work'.
23. **Changes to these Conditions.** The Trust reserves the right to change the terms and conditions at any time, without notice.

Any questions, comments and requests regarding the terms and conditions are welcome; please feel free to contact us via sail@cobnor.com or by calling our main office on 01243 572791.