

BOOKING TERMS & CONDITIONS



These terms and conditions apply to all bookings at Deer Park Activity Centre. Also available at <https://www.deerparkcowley.com/booking-tcs.html>

1. Services

The services and facilities that you have booked at Deer Park (the Centre), along with the start and end times for these services and facilities and the duration for which you have booked to attend an centre (the Booking), are itemised on your booking within the [Hallmaster Booking System](#). Access to these facilities before or after these times will be at our absolute discretion and may incur additional charges.

Details of our charges can also be found on our [Prices page](#).

1.1 Booking requirements

All Bookings require a Group Leader who is an adult aged 18 or over and who is present for the duration of the Booking. This Group Leader agrees to be the responsible person for any visitors under the age of 18 relevant to that Booking, including matters such as health & safety, safeguarding, etc

1.2 How will we accept your booking

Bookings for residential visits can be requested via the [Hallmaster Booking System](#). Bookings for activities can be made via email to deerpark@girlguidingglos.org.uk. Activity bookings will be added to the [Hallmaster Booking System](#) by our team and you can log in and see your bookings at anytime. In addition, the full calendar can be viewed by customers to show availability or campsites, buildings and activities.

We accept your booking on a provisional basis when we email you an invoice. You will then have a period of 14 days to pay the requested deposit or full payment (depending on the type of Booking made) which will be set out in the invoice email and detailed below (the Deposit). On receipt of this Deposit, a contract will come into existence between you and us in accordance with these terms.

If we are unable to accept your Booking, we will inform you of this and will not charge you for the booking. For example, this might be because the date is no longer available due to a conflicting booking or resource availability. If you have already paid the Deposit, this will be refunded in full following us confirming we cannot accept your Booking.

1.3 Our right to make changes to the services

If required for relevant health and safety purposes, or to make improvements in the activity, or for other regulatory reasons, we may make minor changes to the

services or activities offered at the Centre. If we intend to make more significant changes which will affect your Booking, we will inform you in advance (if possible) and, if these changes are not acceptable, you will have a right to request a full refund (provided you notify us of such request at least 2 days before the date of arrival - if you notify us after this time your Booking will be treated as cancelled and will be dealt with in accordance with section 3).

2. Prices and payment

Girlguiding Gloucestershire is not VAT registered. Prices are displayed in Pounds Sterling. The prices for the services and facilities that you are booking with us are detailed in the quote (for residential bookings) or the invoice (for day visits and activity bookings), issued on submission of your Booking. Payment of your invoice in accordance with clause 1.2 confirms that you have agreed that these are the prices that you will be charged.

If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, and refund you any sums you have paid (including your Deposit).

2.1 How you can pay

A bank transfer is our preferred payment method but we are also able to accept cheques. We do not accept cash. Full details on how to make your payment are on the bottom of the invoice.

2.2 Securing your booking with a deposit or full payment

Bookings for residential stays are confirmed on receipt of a deposit in the amount of £50 for camps, and £75 for indoor and tented village residential. Where more than one facility is booked the relevant deposit for each venue will be required. For example if booking the Hall and the Deer House, a total of £150 deposit will be required for two indoor facilities.

Bookings for day visits and activities are required in full at the outset to secure your booking. For large scale Bookings where the quote exceeds £500, a 50% deposit can be paid to confirm your booking and the residential terms for final balance payment (see 2.3) will be used.

All payments are non-refundable and non-transferable other than as set out in this agreement. If you add additional services to your booking, a further deposit or full payment will be requested against any new charges.

2.3 Paying your balance

For residential stays, your final invoice is due for payment 2 weeks prior to your arrival. If your numbers have changed from your original booking then please let us know 4 weeks prior to arrival so the quote can be updated and the invoice is

accurate. You can provide any updates to your booking by emailing deerpark@girlguidingglos.org.uk.

3. Cancellations, booking adjustments and refunds

We strongly advise all customers to hold travel insurance for the purposes of your visit. We would recommend Group Leaders consider this financial risk as part of their risk assessment. We are not liable for events outside our control. If your booking is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect on your booking. If there is a risk of substantial changes to your booking you may contact us to end the contract and receive a refund for any bookings affected.

We also remind customers that we are an outdoor activity centre and as such they should be planning and prepared for the outdoor adventure. Many activities can continue in the rain or cold weather.

3.1 If you wish to cancel:

You may contact us at any time to cancel your booking. However, in some circumstances, we may charge you certain sums for doing so, as described below. If you would like to cancel a booking in accordance with these terms, you must email deerpark@girlguidingglos.org.uk, providing us with details of your order to allow us to identify your booking.

3.2 If you cancel a booking without a good reason:

If you are not cancelling the booking for one of the reasons set out in this clause below, the contract between us will end immediately but we will charge you the following amounts to cover our proper costs in connection with this agreement and the Booking (depending upon the date of the Booking and the cancellation date):

For residential bookings:

- 90 or more days prior to arrival - you will not be entitled to a refund of the Deposit, but you will not be required to pay any other cancellation charges. For the purposes of this clause, the Deposit amount is as described in 2.2 above, irrespective of how much you have already paid to us for the booking. If you have paid more than the Deposit, you will be refunded for the excess.
- 60 - 90 days prior to arrival - 50% of the total price for the booking shall be payable (less the Deposit paid), within 14 days of the cancellation date.
- Fewer than 60 days prior to arrival - 100% of the total price of the booking shall be payable (less the deposit paid) within 14 days of the cancellation date.

For activity bookings:

- 90 or more days prior to arrival - you will be entitled to a refund of the full cost of your activities, less a 10% administration fee.

- 60 - 90 days prior to arrival - 50% of the total price for the booking shall be refunded.
- Fewer than 60 days prior to arrival - no refund will be given.

3.3 If you cancel a booking with good reason:

If you cancel the booking for any of the reasons set out below, we will refund you in full (including any Deposit paid). The relevant reasons are:

- We have told you about an upcoming change to a service and you have notified us in accordance to clause 1.4 that do not agree to the change.
- We have told you about an error in the price of a service or the description of the service and you do not wish to proceed with the Booking.
- We need to suspend or delay the Booking for reasons outside of our control.

4. Our rights to end the contract and our liability

4.1 Termination by us

We may end the contract if you break any term in it. The contract will terminate if we cancel your Booking (provided that the payment provisions in clause 3.2 will still apply as if you have cancelled the contract without good reason). We may also terminate this contract if:

- You do not make a Deposit payment to us when it is due, and you still have not made payment to us within 10 days of us reminding you that payment is due.

4.2 Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- If you haven't agreed a price beforehand, what you're asked to pay must be reasonable. However, all of our prices are listed on the Website and you should review these before you make a Booking.
- If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

5. Your obligations and liability

5.1 Using the Activity Centre

Please note that this list of obligations is not exhaustive and it supplementary to, and not in replacement of, any further rules or requirements we may provide regarding your use of the Centre. There may also be additional rules regarding use of certain facilities, services or activities at the Centre.

By making a Booking, you agree to comply with the following terms of use (and the Group Leader agrees to procure that guests under the age of 18 will comply with the following terms of use):

- As the named person on the booking, as the Group Leader you are responsible for providing accurate visitor information where it is requested. This includes but is not limited to, names of attendees, accommodation fire lists, food allergies, disabilities, and medical allergies or conditions.
- All Girlguiding groups are expected to follow the latest Girlguiding regulation, completing the relevant forms and holding an up to date risk assessment for their visit. The Centre will only provide risk assessments for the services and activities that we provide. Other organisations should follow their own policies and procedures but it is expected that all groups should hold a risk assessment for their visit.
- Groups should bring their own First Aid kit and provide their own first aider holding the relevant qualifications for your organisation. You are responsible for the administration of first aid to guests of the Booking, and for documenting with us, any accidents or incidents that take place within the Centre grounds. If you require the assistance of emergency services, the Deer Park team must be informed immediately.
- All guests are responsible for following all fire procedures as provided, including contacting the emergency services where necessary, prior to informing the Deer Park team.
- Vehicles are not permitted on the main site or Bubbs Hill fields. Vehicles should be parked in the main site car park. Two cars only are allowed to park on the bottom of Bubbs Hill field. All other cars should be parked in the main site car park. If additional space is required for parents to drop off and collect young members, you may use the Green Dragon car park for this. No cars should be parked in their car park.
- External suppliers of any kind are not permitted without prior approval. We may require copies of paperwork, including but not limited to proof of liability, qualifications, risk assessments and operating procedures.
- All guests are responsible for the use, storage, and whereabouts of any additional equipment they bring to our Centres. This equipment is brought to centre at your own risk.
- BBQs are permitted on campsites only, on or with stands. Hard ground is available for you to use where possible.
- Fires are permitted in designated spaces only. No fires to be lit in the dry shelters.
- Rubbish and recycling must be placed in the appropriate bins on the main site or removed from site by the Leaders. Recycling should be clean before adding to the bins. Please follow the signage onsite to sort recycling appropriately.
- Dogs are not permitted within Centre grounds. Assistance dogs are permitted in all facilities.
- Smoking (including e-cigarettes) is not permitted in at the Centre.

- All guests are expected to follow the Countryside Code and close all gates behind you when leaving the Centre.
- The consumption of alcohol is permitted, but you are expected to be respectful of other guests, and we reserve the right to ask anyone to leave if their behaviour is not appropriate for a family environment.
- All guests are expected to display appropriate behaviour for a family venue. Anyone deemed to be displaying inappropriate behaviour will be asked to leave.
- All guests are expected to leave the facility and associated grounds in the clean & tidy manner that you had been presented with on arrival. Facilities will be checked on departure, and you will be charged for any unreasonable cleaning needs and/or breakages identified.
- Guests must not use the Centre or any service available at the Centre in any way which contradicts or is not in line with our directions for use.
- Guests must not do or permit anything to be done at the Centre which is illegal or may become a nuisance, annoyance, inconvenience or disturbance to us, to the other guests at the Centre or to any owner or occupier of neighbouring property.
- Guests must comply with the terms of this agreement and any instructions from us or our employees or volunteers as to the use of the Centre.

6. How we may use your personal information

Your privacy is of the utmost importance to us. We only use personal information you provide to us in accordance with our [Privacy Notice](#). Please take time to read this document as it includes important terms which apply to you. We will use the personal information you provide to us to:

- a) administer your booking;
- b) process your payment; and
- c) inform you about similar products or services that we provide, but you may stop receiving these at any time by emailing us at deerpark@girlguidingglos.org.uk.

7. General

These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of them.

A waiver of any right or remedy under these terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not

affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of these terms and conditions is deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

These terms and conditions, and any dispute arising out of them, shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.

Version October 2022