

HYMB Group Booking Terms and Conditions

Group bookings, including Camping and Room Hire.

PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY BEFORE SIGNING YOUR BOOKING.

1. Interpretation

1.1 The following definitions and rules of interpretation shall apply in these conditions:

-“Centre” means Herts Young Mariners Base (HYMB) 231 Windmill Lane, Cheshunt, Herts EN8 9AJ;

-“Conditions” means these terms and conditions for the provision of Services;

-“Contract” means the contract between the Centre and the Customer for the provision of Services;

-“Customer” means any person, company, firm or other legal entity, including any employees, agents or sub contractors which places an order or purchases a Service from the Centre;

-“Service” or “Course” means any activity, course, trip, activity session, product, service or facility offered by the Centre to the Customer.

1.2 Where the Conditions refer to “We, Us, or Our”, this shall mean the Centre (together with its employees, agents and contractors). Where the Conditions refer to “You, Your, or Yourself”, this shall mean the Customer (parent/guardian or the organisation you represent or work for) and those participating in the booked course.

1.3 The headings in these Conditions are for convenience only and shall not affect their applicability.

1.4 A reference to a law is only a reference as it is in force at the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any reference to “writing” or “written” includes faxes and email.

2. Application of terms.

2.1 These Conditions are the only conditions upon which the Centre is prepared to deal with the Customer. The Conditions shall be incorporated into the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any purchase order, confirmation of order, specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

2.3 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Centre, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Centre other than:

2.3.1 by a written acknowledgement issued and executed by the Centre; or

2.3.2 (if earlier) by the Centre starting to provide the Services, when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's

standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.

3. Booking

- 3.1 The Customer may make an enquiry with the Centre by fax, post, telephone, email or online via our website. Please note that we do not take provisional bookings.
- 3.2 To help you find the right activities for your group, please phone the centre. We can tailor our activities to meet your group's specific needs.
- 3.3 You will need to let the centre know of any members of your group with specific needs, whether disabilities, behavioural problems, medical issues or any other issues that may affect them during their activities with us.

4. Payment

- 4.1 All bookings cannot be confirmed or reserved by the Centre until we have received the signed booking form.
- 4.2 All bookings have to be paid for in full a minimum of 6 weeks before the date of activity. HYMB may request a non-refundable deposit at time of booking.
- 4.3 The Centre reserves the right to cancel any booking without prior notice if full payment is not received in accordance with condition 4.2.
- 4.4 Crossed cheques/postal orders should be made payable to 'HYMB' and sent to HYMB 231 Windmill Lane, Cheshunt, Herts EN8 9AJ or in cash at reception
- 4.5 Credit and debit cards accepted are: MasterCard; Visa; Eurocard; Switch and Delta.
 - 4.5.1 There is a minimum spend of £10 per card transaction when making payments in person or over the phone and an additional 2% charge for credit cards.
- 4.6 Payment can be made via BACS to Herts Young Mariners Base:
 - Sort Code 30-94-17
 - Account Number: 00514712
 - Ref: Your Group booking name or your account number.
- 4.7 HYMB also accepts BIC (Ref: LOYDGB21268) or IBAN (Ref: GB12 LOYD 3094 1700 5147 12).
 - 4.7.1 Any additional fee's and bank charges that are incurred through your international payment method will be due on arrival before activities can commence. If you are unsure please contact the centre.

5. Amendments to Bookings by the Customer

- 5.1 Amendments made six (6) weeks or more in advance of your activity date will receive a £50 administration charge each time amendments are made.
- 5.2 Amendments made within the six (6) weeks before your activity date are liable for the full cost, as stated on your booking form. These amendments include changes to numbers, session times, dates or activities.
- 5.3 We may not be in a position to accommodate the amendments you wish to make and the centre reserve the right to refuse requests made for amendments at anytime.

5.4 Requests for amendments should be made in writing and acknowledged by either email or letter to the centre as soon as possible.

6. Cancellations

6.1 Cancellations by the Customer

6.1.1 All cancellations made by the Customer must be in writing and acknowledged by the Centre.

6.1.2 In the event of cancellation by the Customer, a cancellation fee will be due to the Centre as set out below:

- forty two (42) days (6 weeks) or more prior to the commencement of course/event: full refund minus £50 cancellation fee.
- forty one (41) days (under 6 weeks) or less prior to the commencement of course/event: one hundred per cent (100%) of your total course fee shall be retained by the Centre.
- one hundred per cent (100%) of the course fee is retained if you cancel after the commencement date of your course.

6.1.3 You are advised to insure against and check whether your group's insurance policy provides cover against certain unavoidable cancellation.

6.2 Cancellations by the Centre

6.2.1 The Centre will use reasonable endeavours to ensure that your course takes place and in accordance with your booking. However, the Centre reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions. This decision is only made by the Centre Managers and not the Customer.

6.2.2 Where the Centre cancels a course, you will be offered the following options:

- a full refund of the course fee paid; or
- an alternative course for a different set of dates.

7. Safety

7.1 In addition to enjoyment and learning new skills, safety is of paramount importance on all the Centre's courses. Clearly, outdoor activities are hazardous by their nature and participants, parents and guardians must accept that there are risks and it is inevitable bumps and scrapes will happen during the thrills and spills of outdoor activities. In providing a safe system of work and to manage associated risks:

7.1.1 we only employ staff trained within National Governing Body guidelines or to a high standard approved by a technical expert;

7.1.2 we provide a range of quality personal protective and safety equipment for participants' comfort and safety;

7.1.3 we provide appropriate equipment for your course;

7.1.4 we teach to national governing body recommendations;

7.1.5 we have robust management and safety systems which have been inspected by approved bodies such as AALS, RYA and BCU; and

7.1.6 we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.

7.2 The Customer remains in loco-parentis for all their participants throughout their stay on-site, including during any breaks and when members of their party are not taking part in instructed activity. They must ensure that they have parental consent (for under 18's) for all their participants and have declared any medical issues, disabilities or any other issues before the start of the course. The HYMB instructors will take care of all the safety aspects of the participants whilst under instruction on the activities.

7.3 The Customer must comply with all safety guidelines and instructions given by the Centre and its staff. The Customer is responsible for ensuring that he/she and/or it's members familiarise themselves with the Centre's fire regulations and the position of the nearest exit and shall vacate the building immediately in an emergency.

8. Health

8.1 Customers participating in the courses or services at the Centre must expect to be involved in adventurous or strenuous activity. Customers and their participants must be in general good health and must satisfy themselves that the activity is within their abilities.

8.2 The Customer must ensure that any health concerns for their participants have been declared prior to the start of the course. The Customer must make the Centre aware of any injuries and/or illness and shall further make the Centre's booking team aware of any injury or illness that occurs between the date that the bookings is completed by the Customer and the course commencement.

8.3 While the Centre will endeavour to ensure that all may participate, it reserves the right to refuse a booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the course.

9. Dietary Requirements

Any special dietary needs must be requested by the Customer at the time of booking.

10. Complaints

10.1 If the Customer encounters a problem or issue relating to the services being provided by the Centre, the Centre will try to resolve such problem or issue as soon as possible. If this fails to be resolved, the Customer must report it to the relevant course instructor or at the Centre's reception.

10.2 In the event that the Customer does not receive a satisfactory response following the events set out in condition 10.1, the Customer may request to meet the Centre's management team.

10.3 If the Customer's complaint is not resolved satisfactorily in accordance with condition 10.1 and 10.2, please write to: The Centre manager, HYMB 231 Windmill Lane, Cheshunt, Herts EN8 9AJ

11. Unruly Behaviour

- 11.1 The Customer and any member of the Customer's party are required to have consideration for other people. If, in the Centre's reasonable opinion, the Customer or any member of the Customer's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Centre is entitled, without prior written notice, to terminate the use of facilities of the person(s) concerned. Such persons will be required to leave the Centre's property and no refunds will be made and the Centre will not pay any expenses or costs incurred as a result of the termination
- 11.2 The Customer shall be liable for any damage or loss suffered by the Centre as a result of disruptive behaviour.

12. Limitations of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

- 12.1 This Condition 12 sets out the entire financial liability of the Centre (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 12.1.1 any breach of the Contract;
 - 12.1.2 any use made by the Customer of the Services;
 - 12.1.3 any representation, statement or tort act or omission (including negligence) arising under or in connection with this Contract.
- 12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3 Nothing in these Conditions limits or excludes the liability of the Centre:
- 12.3.1 for death or personal injury resulting from negligence by the Centre; or
 - 12.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Centre.
- 12.4 Personal property which belongs to the Customer and their party is at all times the sole responsibility of the Customer. The Centre shall not accept any liability for loss of or damage caused to the Customer's personal property unless any loss or damage is due to the negligence of the Centre or its representatives.
- 12.5 Subject to conditions 12.2, 12.3 and 12.4:**
- 12.5.1 the Centre shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - 12.5.2 the Centre's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.

12.6 For the avoidance of doubt, the Centre shall have no liability for any loss or damage suffered by the Customer or any other person as a consequence of any negligence or wrongful act on the part of the Customer.

12.7 The Customer is advised to insure against injury or losses incurred during their booking with the Centre and arrange suitable medical cover for such booking.

13. Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in Centre's brochures, website and other materials shall at all times remain the property of the Centre.

14. Photographs or Video Clips

14.1 Photographs or video clips taken on HYMB courses/trips may appear in our brochures and marketing materials or on social media, but will not be passed on to 3rd parties. If customers and their party members do not wish to be photographed or filmed this should be raised with the course instructor prior to the start of the course. Customers must ensure that they have full photographic consent from their party.

15. Data Protection

15.1 Personal information requested by the Centre at the time of booking or any other subsequent information is held in its original form and on computer (including the Youth Connexions Database for all young people aged 11-19 years old or 25 for young people with a disability/special need).

15.2 The Centre:

15.2.1 is the data controller for the purposes of the Data Protection Act 1998;

15.2.2 will process your personal information in accordance with the Data Protection Act 1998;
and

15.2.3 will not divulge your personal information onto third parties.

15.3 By providing us with your customer information to process a booking, you agree that this information can be:

15.3.1 held and accessed by the Centre's authorised staff; and

15.3.2 used to contact you in the future either by email or post to send you e-news and/or marketing materials (including information about future events).

15.4 If you do not want us to use your data to send you our e-news and/or other marketing materials please let us know at time of booking. You can also exercise your right to opt out of receiving such e-news and/or marketing materials at any time by contacting us by email at hymb@hertfordshire.gov.uk or by telephone on 01992 628403.

16. Circumstances beyond our Control

The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control

including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre 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.

17. Rights of Third Parties

A person who is not a party to this agreement (except, where applicable any successors and permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

18. Waiver

The Centre reserves the right to waive any or all of the Conditions.

19. Applicable Law

19.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

19.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the courts of England.

Booking Undertaking (Summary)

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. THE CENTRE'S ACCEPTANCE OF ANY BOOKING WILL ONLY BE DONE SUBJECT TO YOUR ACCEPTANCE OF THESE CONDITIONS.

You, the Customer, have had the terms and conditions of booking brought to your attention, including the terms of cancellation and you understand that:

- Refunds due to cancellation are in accordance with the terms and conditions of booking;
- You shall be liable for the total course fees if forty one (41) days or less notice of cancellation is given;
- By making this booking you agree that you the customer and members of your party are:
 - ★ confident in water to undertake the course(s) in connection with your booking (where relevant);
 - ★ physically fit to take part in any activity during the course(s), or have let us know of any medical conditions, disabilities or any special requirements you the customer and members of your party has in connection with your booking (any disclosures will be treated in the strictest confidence);
 - ★ willing to comply with all safety regulations as required by the Centre;
- Aware that we have advised you to be in possession of adequate cancellation insurance against certain unavoidable cancellation.
- You have read and accept our full terms and conditions which are available on our website www.hymb.com or by contacting the centre on 01992 628403

- You accept that the Centre is not liable whatsoever in respect of loss or damage to personal property not caused by the negligence of the Centre or its staff.

Whilst every effort has been made to ensure accuracy in this publication, the Centre can accept no liability whatsoever for any errors, inaccuracies or omissions, or for any matter in any way connected with or arising out of the publication of this information. Please check all prices and facilities before making your booking.

Our full terms and conditions are available at www.hymb.com or by contacting the centre on 01992 628403.

Please call if you have any enquiries or are unsure as to any of the above.