

# **Booking Terms and Conditions**

#### 1. Glossary

- 1.1 These are the terms and conditions that apply to the Contract (as defined below).
- 1.2 Please read these carefully before you submit your Order to us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 The following definitions apply to these terms:
  - "Booking" means a booking to stay at Ufton and includes accommodation, meals and any additional services (including those provided by a third party) purchased from us.
- "Order" means your order for a booking, made using our booking form, by calling us or by visiting Ufton and placing a booking in person.
- "Contract" means the agreement between you and us (made subject to these terms) to fulfil a Booking.
- "Residential Visit" means any visit booked by you which includes both of the following two elements: (i) staying overnight and (ii) any activities as listed on the <u>Ufton</u> website.
- "Day Visit" means any visit booked by you which does NOT include staying overnight.
- "Booking Confirmation" means the written communication you will receive confirming your Day Visit or Residential Visit at Ufton where the date and product (educational programme e.g. Vikings, Bushcraft etc.) are confirmed and also containing your agreement to these Booking Terms and Conditions.
- "Data Protection Legislation" all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- "Extra Services" means extended days, extra adults, extra activities e.g. archery; additional meal options selected at the time of placing an Order.
- "Children and/or Young Person/People" means an individual aged 18 and under travelling as part of a Group.



- "Group" means an organised, official group formed with or without a constitution and/or memorandum and articles (to include but not limited to schools, children's charities, youth organisations or similar organisations) and as explained in further detail in clause 5 of these terms.
- "Group Leader" means an individual nominated by a Group to travel with and take responsibility for Children and Young People within that particular Group.
- "Group Staff" refers to the employees of the visiting Group, whether teachers, support staff, volunteers or any supervisory individual appointed by the school to attend the school trip at Ufton.
- "You, your" means any customer who places an Order with us for a booking.
- "Third Party" refers to people, property or services not provided by us.
- "We, us, our, Ufton" means The Ufton Court Educational Trust, Registered Charity Number 1116659 company limited by guarantee trading as Ufton Court registered in England and Wales - Company Number 05794281 whose registered office is at Ufton Court Green Lane, Ufton Nervet, Reading Berkshire, RG7 4HD.
- "Writing" means letter or email.
- "Subsidy" means a discount applied to your Order, subject to meeting specific eligibility criteria as set out in these terms and conditions.
- "Sole Use" refers to the sole use of any building, wing, section or grounds of Ufton.
- "Premises" means the land and buildings at Ufton Court, Green Lane, Ufton Nervet, Reading, Berkshire RG7 4HD.
- 1.4 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.
- 1.5 Any omission or error in any literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of placing an Order or as soon as is reasonably possible thereafter.

### 2. Our Contract with you

- 2.1 All Orders for a booking at Ufton must be placed via our website at uftoncourt.org.uk or email via enquiries@ufton.org.uk or by phoning us on 0118 983 2099.
- 2.2 Our acceptance of your Order will take place when we email you to accept it (Booking Confirmation). Your acceptance of the Order will take place when you complete and return Ufton's Booking Form, at which point a Contract will come into existence between You and Us.
- 2.3 If you place multiple Orders (e.g. for more than one Booking on the same or various dates), the Contract will only come into force for the part of the Order which is confirmed as successful by us in the Booking Confirmation.



- 2.4 Please note all Bookings are subject to availability and we reserve the right to decline an Order for any Booking at our sole discretion. If we are unable to accept your Order (for whatever reason) we will inform you of this and will not charge you for the Booking.
- 2.5 A booking may be cancelled due to unforeseen limitations on our resources that we could not reasonably have anticipated, and/or because of an error in the pricing or description.
- 2.6 Where we provide you with a Booking Confirmation, it is your responsibility to check the Booking Confirmation and confirm all details stated within it are correct. If you do not receive a Booking Confirmation it is your responsibility to notify us of this, to enable us to check and where relevant, issue the Booking Confirmation.
- 2.7 If you believe that there is an error in the Booking Confirmation, you must notify us within one week of receiving it. Failure to notify us in accordance with the provisions of this clause 2.6, shall mean the terms set out in the Booking Confirmation are binding on both you and us.
- 2.8 Orders can only be discussed and amended by you or an authorised representative from your school or organisation whose details we hold on record.
- 2.9 By placing an Order with us you confirm that you are legally capable of entering into a binding Contract and that the information you have provided to us is correct. All Orders made by telephone, online or email are made subject to these terms and conditions and by submitting an Order you warrant that you have the full authority to do so on behalf of all and any persons on whose behalf you are submitting the Order. You further confirm that all such persons are aware of and accept these conditions.
- 2.10 If you have placed an Order for a Booking that includes meals, we shall endeavour to meet your dietary requirements, whether arising from a medical requirement, religious commitment or as a matter of lifestyle preference. However, you must provide us with at least a weeks' notice (in advance of your stay) of any such dietary requirements. Any changes made less than one week before the first day of a residential or extended day visit will incur a £10 administration fee per change. We recommend that you discuss meal options as soon as possible. Anyone that has dietary allergies must be clearly named and identified to Ufton, including anyone who has a life-threatening allergy or that carries an epinephrine or adrenaline autoinjector.

## 3. Keeping Children and Young People Safe

- 3.1 We work hard to create a safe and welcoming atmosphere for all of our visitors. Leaders, children and young people must comply with Ufton's Safeguarding Policy; Health and Safety Procedures which will be made available to you prior to the Booking Date.
- 3.2 You may not bring a third party onsite without prior written approval.



- 3.3 If anyone in the Group causes any damage to, or leaves Ufton property in poor condition, we shall be entitled to charge you any costs incurred for any additional cleaning, repair and/or maintenance work required together with any losses (including administrative costs) suffered by Ufton.
- 3.4 Ufton may at its sole discretion waive any costs under clause 3.3, which we deem to have been caused by you unintentionally.
- 3.5 Whilst visiting Ufton, you must not:
  - allow any of the Premises, Property or activities to be used for any unlawful or illegal purpose, or activities that do not align with the charitable objectives of Ufton
  - remove or change the location of any of Ufton's Property including but not limited to: plants, flowers, furniture, fixtures, soft furnishings or paintings
  - allow the noise levels to increase to an unreasonable level
  - consume alcohol
- 3.6 While visiting Ufton, you agree to:
  - comply with your Group's Behaviour Policy
  - ensure that any children and young people brought onto the Premises are properly supervised at all times
  - follow the reasonable instructions and accept the authority of Ufton Staff and ensure children and young people do the same
- 3.7 Ufton reserves the right at its sole discretion to:
  - refuse access to, or evict from the Premises, anyone deemed to be a danger to themselves, someone else or who may cause damage to the Premises or its Property;
  - refuse participation of, or exclude anyone from, any activity where participation may result in danger to themselves, someone else or may cause damage to the Premises or Ufton Property; and
  - refuse access to, or evict from the Premises, anyone in breach of your Group's Behaviour Policy.
- 3.8 While Ufton Court provides the venue, facilities and staff-led activities, the Group Staff retains overall responsibility for the welfare, supervision, safeguarding and medical needs of children and young people throughout their visit, including during activities led by Ufton staff.
- 3.9 During activities led by Ufton staff, Ufton retains responsibility for the delivery and safe conduct of the activity, while the Group Staff remains responsible for the overall welfare, supervision and medical needs of their children at all times, including during Ufton-led sessions.
- 3.10 It is the responsibility of the Group Leader to manage medical conditions and administer medications. Key Ufton staff are first-aid trained and will respond to emergencies, but day-to-day medical care remains the responsibility of the visiting group. This also includes oversight during mealtimes—Group Staff must ensure that each child receives the correct meal according to their dietary or medical needs, including tasks such as weighing food for diabetic children.
- 3.11 In the event that a child or young person behaves in a way that poses a risk to themselves or others, Ufton reserves the right to ask the Group Leader to end the individual's participation in the programme. The Group Leader is responsible for making



appropriate arrangements for the individual to be taken home.

3.12 Ufton may take photographs or video recordings during your visit for marketing and promotional purposes, including use on our website, social media and printed materials. We will only use images of children and young people where the School Staff has confirmed that appropriate parental or guardian consent has been obtained in accordance with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018.

By placing a Booking with us, the Group Staff accepts responsibility for ensuring that:

- All necessary consents have been collected for children and young people who may be photographed or filmed by Ufton Staff
- Ufton is informed of any individuals who must not be photographed
- Consent records are retained by the school or organisation and are available for review if requested

Ufton will take reasonable steps to ensure images are used sensitively and securely. If consent is later withdrawn, the Group Staff must notify Ufton in writing.

#### 4 Payment and discount

- 4.1 Payments shall be made in such format as we agree with you when you place an Order. Broadly, we accept electronic transfers into our UCET bank account and cheque payments.
- 4.2 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:
- 4.3 Bookings made more than 12 weeks (84 days) in advance of arrival date: A provisional Booking can be held for up to a maximum of 14 days without payment. Following the receipt of your Booking Confirmation, a deposit of 20% of the total Booking value is required within 14 days. If your deposit payment is not received by Ufton within this time period, we will view this as a cancellation of your Booking and our cancellation charges will apply. The remaining full balance is due 1 week (7 days) before arrival at Ufton.
- 4.4 Bookings made within 12 weeks (84 days) of arrival date: A provisional Booking can be held for up to a maximum of 14 days without payment. The total Booking value should be paid at least 1 week (7 days) before arrival at Ufton.
- 4.5 Final Group numbers must be confirmed no later than:
  - 2 weeks (14 days) prior to arrival for Day Visits (DVs)
  - 4 weeks (28 days) prior to arrival for Residential Visits (RVs)

If final numbers are not confirmed by these deadlines, we will assume the provisional numbers provided at the time of booking are correct and will invoice accordingly. If the actual number of children attending exceeds the provisional number, the Group will be invoiced for the additional places.

4.6 For Groups of Children and Young People, Ufton offers one free Adult place for every 8 children. Group Staff will be booked onto the same accommodation package as the paying guests. Additional adults will receive a discounted rate.



- 4.7 We will send you an invoice for all payments at least two weeks (14 days) before the payment due date, based on the final guest numbers provided. If payment is overdue at any stage, we reserve the right to remove any free leader places, discounts, exclusive use or cancel your Order for the relevant Booking without prejudice to our other rights and remedies.
- 4.8 A minimum of one weeks' notice will be required for any dietaries and bedroom allocations. Any changes made to dietaries after this period will be charged a £10 administration fee for each change made.
- 4.9 You will be invoiced separately for any additional charges, including but not limited to: paid for activities, additional adults or late departures.

#### 4.10 Subsidies

Where Groups meet our disadvantage criteria, they could be offered a subsidy against the cost of their trip. In addition to our Booking Terms and Conditions, the further conditions apply:

- a. The subsidy will be applied to new bookings only, made after October 2024
- **b.** Groups must have at least 30% of children accessing FSM at the time of their booking and must notify us of this at the time of their booking
- **c.** The entire subsidy must be passed onto parents. Failure to do so will result in the subsidy being withdrawn.
- d. Subsidies will be offered at a percentage of our full booking price.
- e. Subsidies are subject to the availability of funding and may be withdrawn or unavailable at any time.

4.11 For Bookings where a 100% subsidy has been applied, the Group is required to pay a refundable deposit equal to 10% of the full, unsubsidised Booking value. This deposit will be held by Ufton and refunded in full following the successful completion of the visit. In the event of a cancellation, the deposit will be forfeited and not returned to the Group.

## 5. Group bookings

- 5.1 Groups are defined as being an organised group with or without a constitution or memorandum and articles, a school or alternative educational provision or any other structured group.
- 5.2 Group Bookings must have a nominated Group Leader, who is responsible for making and overseeing the Booking, including financial and legal responsibility.
- 5.3 Group Leaders accompanying the Group Staff are responsible for the safeguarding and behaviour of their Group. Group Leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.
- 5.4 Ufton does not allow adults from educational establishments, children's charities and youth groups to share bedrooms with children under the age of 18. The exception to this is where a child's health or wellbeing would prevent them from staying with us otherwise, for example carers. Ufton will require confirmation in



- writing that the parent or guardian of the child has provided written consent naming the adult they permit to share with the child or young person.
- 5.5 Sole use of Ufton or a designated part (e.g. Woodland Cabins or the Manor House whether the North Wing, South Wing or the entire house) may be offered by us but will be subject to explicit agreement at the time of placing your Order. Unless specifically highlighted in the Booking Confirmation, you will not be entitled to, nor should you expect sole use of the entire Ufton site including grounds. Please note, sole usage will not be guaranteed should the number of paying guests reduce below the agreed minimum number at a later date.
- 5.6 An Order for a Booking relating to the sole use of either the House or Cabins shall only be accepted on the understanding that the total number in your party shall not exceed the total number of beds available.
- 5.7 All visiting Groups must have their own insurance in place to cover personal liability, medical emergencies, travel disruption and personal belongings. Ufton Court accepts no responsibility for loss or damage to property brought onsite.
- 5.8 It is the responsibility of the Group Leader to obtain and hold all required parental or guardian consents for participation in activities, overnight stays, photography (where applicable) and emergency medical treatment.

#### 6. If you change your booking

- 6.1 Changes to either booking dates or the duration of your trip will be treated as cancellations and subject to our cancellation policy (as set out in clause 7).
- 6.2 Minimum charges apply according to the type of visit (residential, day or extended day) and, if applicable, the accommodation assigned to your group (e.g. Manor House, Longhouse or Woodland Cabins). Minimum charges are stated at the time of your booking.
- 6.3 You may reduce your final guest numbers without penalty up to:
  - weeks (28 days) before arrival for Residential Bookings, or
  - 2 weeks (14 days) before arrival for Day Visits.

However, we ask that total guest numbers do not drop by more than 20% from those listed in your original Booking Confirmation. Reductions exceeding this threshold will be subject to additional charges or cancellation fees (see clause 7.4). For the purposes of clarity, if your group size is booked for 100 children, you will be permitted to drop your final numbers to 80 children without incurring any penalty charges. If you reduce your final numbers to 75 children, your group will be liable for the full cost of the programme for those five children.

After these deadlines, any further reduction in numbers will be treated as a partial cancellation, and cancellation charges will apply based on the total Booking value including any supplements or additional services.



#### 7. If you cancel your booking - our refund policy

- 7.1 We must be notified in writing of all booking amendments and cancellations in line with these Terms and Conditions.
- 7.2 All Booking cancellations are subject to our refund policy, contained within this clause. We highly recommend that you cover your Booking with appropriate travel insurance.
- 7.3 Cancellation charges are calculated as a percentage of the total Booking cost, based on the number of days prior to the arrival date at which the cancellation is received.
- 7.4 All refunds are calculated according to the time between notification of the cancellation being received by us and the time of the first night of your stay. The first night of your stay is defined as starting at 10am on the day of arrival.
- 7.5 To make an amendment and/or a cancellation of a Booking, the Group Leader must notify Ufton in writing. Our cancellation charges depend on the notice period given and are shown below:

Residential Visits	
No. of days before arrival	Cancellation charge payable
More than 12 months	Any deposit received would be refunded in full.
Between 12 months and 9 months	The deposit will be retained by Ufton
9 months and 6 months	50% of the total cost of your booking
6 months - 0 days	100% of the total cost of your booking

Day Visits	
No. of days before arrival	Cancellation charge payable
More than 12 months	Any deposit received would be refunded in full.
Between 12 months and 6 months	The deposit will be retained by Ufton
6 months - 60 days	50% of the total cost of your booking
60 - 0 days	100% of the total cost of your booking

- 7.6 Donations are non-refundable unless an error is made by us during processing.
- 7.7 Applying for a refund: please apply within 90 days of cancellation by emailing our Finance Team: <a href="mailto:finance@uftoncourt.co.uk">finance@uftoncourt.co.uk</a>. Refunds will only be given if the booking amendments or cancellation meet these Terms and Conditions.
- 7.8 Applications are usually processed within 28 days of receipt. When making a request, please include the name of your school, the date of your trip and the reason for your cancellation.



7.9 Ufton is unable to offer refunds for any child who becomes unwell during their visit and is required to return home early.

#### 8. If we change your booking

- 8.1 In the unlikely event it becomes necessary to change your Booking, in total or in part, we will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of:
  - Accepting the changed arrangements
  - Purchasing another Booking subject to availability (and paying or receiving a refund in respect of any differences)
  - Cancelling your Booking and receiving a full refund of all payments made

#### 9. Delay or failure to perform

- 9.1 We will not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.
- 9.2 Ufton is in a rural area. During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

### 10.Our liability to you

- 10.1 We will ensure that the accommodation and/or other services you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.
- 10.2 Where an element of your Booking is not provided to the standard stated in clause 10.1 you must notify us within 7 days of the alleged breach. We shall then investigate the matter and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial/full refund, credit note towards a future booking, complementary service or other agreed benefit.
- 10.3 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; or any business or trade losses.



- 10.4 Our entire liability in connection with the Contract will not exceed the value of the Booking made less any amendment charges paid to us except in relation to death or personal injury caused by our negligence our liability remains, at all times, limited to the value of the Booking made, excluding any amendment charges paid to us.
- 10.5 You use our Premises and Ufton Property at your own risk and are liable for any claims for personal injury or death not caused by the negligence of Ufton; any theft, loss and/or damage by, or to, any equipment, personal belongings or other chattel brought onto the Premises by you or anyone in your Group.

#### 11. Communication

When using our website or speaking to us on the phone you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information on our website. By booking with us you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

#### 12. Severability

If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

### 13. Changing these terms and conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking unless any change is required to be made by law, or if we notify you of the change to these terms and conditions before we confirm that your Booking has been successful, or if you agree to the revised changes in terms and conditions.

### 14. Your information and privacy statement

For information on how we use, store and process your personal data and your rights under the Data Protection Legislation please see our <u>privacy policy</u>.

Effective Date: 1 May 2025

Version: 1.3

Review: Annually, in April (or upon changes in legislation)