

Booking terms and conditions for UA pro bono

1. General

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 Booking with 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.

"Residential" 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 [Ufton](#) website.

"Day visit" means any visit booked by you which does NOT include staying overnight.

"Contract" means the agreement between you and us (made subject to these terms) to fulfil a Booking.

"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 eg archery; additional meal options selected at the time of placing an Order.

"Group" means an organised, official group formed with 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.

"Leader" means an individual nominated by a Group to travel with and take responsibility for Children and Young People within that Group.

"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.

“**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.

“**You, your**” means any customer who places an Order with us for a Booking.

“**Children and/or Young Person/People**” means an individual aged 18 and under travelling as part of a Group.

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 Bookings 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 Booking will take place when you return your Booking Form and we acknowledge receipt at which point a Contract will come into existence between you and us.

2.3 If you place multiple Bookings (eg on various dates), the Contract will only come into force for the those where you have sent the Booking Forms and we have confirmed receipt.

2.4 Please note all Bookings are subject to availability and we reserve the right to decline a Booking at our sole discretion. If we are unable to accept your Booking (for whatever reason) we will inform you of this and will not charge you for the Booking. This might be there is not availability for the requested Booking, because of unexpected limits on our resources which we could not reasonably plan for and/or because we have identified an error in the price or the description.

2.5 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.



2.6 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.

2.7 Bookings can only be discussed and amended by you (being the person that has placed the Booking with us) and whose details we hold on record, unless consent has been given to discuss with another named person.

2.8 By placing a Booking 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 Bookings made by telephone, online or email are made subject to these terms and conditions and by submitting a Booking 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 Booking. You further confirm that all such persons are aware of and accept these conditions.

2.9 If you have placed 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 personal preference. However, you must provide us with at least two weeks' notice (in advance of your stay) of any such dietary requirements. Any changes within one week for a residential visit or extended day visit prior to the first day of your stay will incur a £5 admin charge per change which will be deducted from your deposit. We recommend that you discuss meal options at the time of placing your Booking and anyone that has a dietary allergies must be clearly named and identified to Ufton, including anyone that carries an epinephrine or adrenaline autoinjector.

3. Covid

Both you and we acknowledge the ongoing COVID-19 crisis and accept our respective obligations to comply with any official guidance from governments or local authorities in the UK.

4. Keeping Children and Young People Safe

4.1 We work hard to create a safe and welcoming atmosphere for all our visitors. To assist with this, you, as the Leader, will be asked to provide valid photo ID on arrival at Ufton. The ID must match the name and address on the Booking. We reserve the right to ask for ID from any visitor.

4.2 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.

4.3 You may not bring a third party onsite without prior written approval.

4.4 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.

4.5 Ufton may at its sole discretion waive any costs under clause 4.4, which we deem to have been caused by you unintentionally.

4.6 Whilst visiting Ufton, you must not:

- allow any of the Premises, Property or activities to be used for any unlawful, illegal or immoral purpose;



- remove or change the location of any of Ufton's Property including but not limited to: flowers, furniture, fixtures, soft furnishings or paintings;
- allow the noise levels to increase to an unreasonable level.

4.7 While visiting Ufton, you agree to:

- comply with the Behaviour and Discipline Procedure notified to you prior to the Booking and ensure the Group complies with the same;
- 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.

4.8 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 the Behaviour and Discipline Policy.

4.9 For Groups of Children and Young People attending an Ufton Adventure Programme, we offer one free Adult places for every 4 children. With prior agreement, additional adults required for 1-2-1 or additional support and care needs will be accommodated free of charge and others wishing to attend can receive a discounted rate.

5. Group bookings

5.1 Groups are defined as being an organised official group having a constitution or memorandum and articles, a school or alternative educational provision.

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 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 have 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 (eg Cabins or the House) may be offered by us but will be subject to explicit agreement at the time of placing your Booking. 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. In the case of placing a Booking of Ufton on a sole usage basis, you may be asked

to pay for a minimum number of beds or be charged an additional supplement. These conditions will be agreed and confirmed prior to issuing you with a Booking Confirmation. Please note, sole usage will not be guaranteed should the number of paying guests reduce below the agreed minimum number at a later date. If sole use is released, any sole use supplements or surcharges are subject to cancellation fees set out in clause 8.3.

5.6 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.

7. If you change your booking

7.1 Changes requested from the date your Booking is confirmed will be treated as cancellations (see clause 8 below).

7.2 Changes to numbers of nights or the dates of the stay shall be treated as a cancellation and shall be subject to our standard cancellation policy (see clause 8.3),

7.3 Changes to Numbers: a Group Booking can decrease in total guest overnights up to 2 weeks (14 days) and 1 week (7 days) for Day Visits before arrival without incurring a cancellation fee. Thereafter any subsequent decreases in total guest overnights or more than 10% will be considered a cancellation. Cancellation charges will be calculated on total Booking cost including additional services or supplements (see clause 8.3).

8. If you cancel your booking - our charging policy for those receiving pro- bono services

8.1 All Booking cancellations are subject to our pro bono charging policy, contained within this clause. We recommend that you cover your Booking with appropriate travel insurance.

8.2 The first night of your stay is defined as starting at 12pm (12 noon) on the day of arrival.

8.3 To make an amendment and/or a cancellation of a Booking, the leader must notify Ufton in writing. Our cancellation charges depend on the notice period given and are shown below:

RESIDENTIALS

NO. OF DAYS BEFORE ARRIVAL	Cancellation charge payable
MORE THAN 3 MONTHS	No charge
BETWEEN 2 WEEKS AND 3 MONTHS	£10 per child
LESS THAN 2 WEEKS	£20 per child



DAY VISITS

NO. OF DAYS BEFORE ARRIVAL	Cancellation charge payable
MORE THAN 2 MONTHS	No charge
BETWEEN 2 WEEKS AND 2 MONTHS	£2.50 per child
LESS THAN 2 WEEKS	£5 per child

8.4 To cover the potential cancellation charges as outlined in section 8.3, we require schools receiving pro bono services to provide **a refundable deposit**.

The refundable deposit will be determined based on the size and nature of the Booking and will be communicated to the school leader at the time of booking.

The deposit should be paid no later than 3 months in advance of the Booking start date.

If the Booking proceeds as planned and there are no cancellations, the deposit will be fully refunded to the school within 30 days after the conclusion of the Booking.

In the event of a cancellation, the cancellation charges, as outlined in section 8.3, will be deducted from the deposit, and the remaining balance will be refunded to the school within 30 days after the cancellation.

9. If we change your booking

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
- Arranging another Booking subject to availability
- Cancelling your Booking

10. Delay or failure to perform

10.1 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.

10.2 Ufton is located 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.

11. Our liability to you

11.1 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.

11.2 Where an element of your Booking is not provided to the standard stated in clause 11.1 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.

11.3 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.

11.4 Our entire liability in connection with the Contract will not exceed the value of the Booking made less any amendment charges paid to us.

11.5 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.

11.6 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.

12. 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.

13. 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.

14. 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.

15. 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 [privacy policy](#).

