

GHYLL HEAD OUTDOOR CENTRE

Business Terms and Conditions

BUSINESS TERMS AND CONDITIONS

Interpretation and definitions

1. The definition and rules of interpretation in this clause apply in these terms and conditions (Business Terms and Conditions – Ghyll Head Outdoor Centre)

Ghyll Head or Centre– residential and activities facilities at Ghyll Head Outdoor Centre, Ghyll Head, Bowness on Windermere, LA23 3LN

Booking Date: date that you confirm the Booking by returning the signed Booking Form.

Booking or Contract – confirmed booking to reserve the facilities at the Centre at defined dates as defined in the Booking Form and finalised through the Final Booking Confirmation Email.

Booking Form – booking form to confirm the proposed visit dates, catering requirements, programme, activities, group numbers, charges and any other requirements. This shall include residential and day visits as required by the Customer.

Initial Booking Confirmation Email – confirmation email sent to the Customer to provide acceptance of the Booking Form.

Final Booking Confirmation Email – this shall include final information of the Customer requirements relating to the Booking. The Customer shall provide final information catering requirements, programme, activities, group numbers, charges and any other requirements.

Business Day: means any day other than a Saturday, Sunday or bank holiday.

Charges: Charges for the Services as defined in the Booking Form.

Confidential Information: any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential.

Customer: means the person or organisation that has made the Booking.

Delegates: means the persons (children, young persons, parents, teachers and other professionals or attendees) attending the Centre.

DBS: Disclosure and Barring Service check.

Better is a registered trademark and trading name of GLL (Greenwich Leisure Limited) a social enterprise. GLL is a winner of the Big Society Award and a registered Social Enterprise. Registered office: Middlegate House, The Royal Arsenal, London, SE18 6SX. Inland Revenue Charity no: XR43398. For the purposes of this document also either referred to as “we” or “us”.

Party Leader: a condition of accepting your Booking at the Centre is that there is a named visiting member of staff responsible and in overall charge of the party.

Services: provision of your Booking at the Centre as defined in the Booking Form.

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Application and entire agreement

2. You are deemed to have accepted these Terms and Conditions when you complete your Booking Form or from the date of your visit to the Centre and these Terms and Conditions, Booking Form and Booking are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Booking and Booking Form to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Acceptance of contract

4. The Booking Form and Final Booking Confirmation Email will provide a summary of the Booking to be provided. The deposit for the booking must be paid within 14 days of the Booking Form date. An official purchase order should accompany the Booking Form wherever possible. The authorised person signing the Booking Form will be liable for payment of the cost of the booking should the booking organisation fail to pay.

Provision of services

5. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the Booking, including any specific requirements in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
6. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Booking Form.

Our obligations

7. We will provide Services through relevant qualified and supervised professionals who hold appropriate qualifications, have professional indemnity insurance and DBS clearance (where applicable).
8. Ghyll Head has a strong commitment to safeguarding all children and young people. Ghyll Head employees will follow Better's child protection policy and related procedures and all employees have completed the required checks for their role.
9. Ghyll Head is committed to ensuring that continuity of Services is maintained throughout the duration of your Booking. In unexpected circumstances where this cannot be delivered, Ghyll Head will involve the Customer as soon as possible to agree any change in your Booking.
10. We will advise the Customer of the absence of any staff member, associate or third party contractor (if relevant) involved in the provision of your Services as soon as possible on the day of absence.
11. Should a complaint arise, we will ensure this is dealt with to the complete satisfaction of the Customer. Ghyll Head is committed to resolving any complaints and to respond to all feedback. Our complaints procedure is readily available and will be provided to all Customers as requested.

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Your obligations

12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).
13. To allocate a Party Leader to supervise the Delegates. On arrival at the Centre or at an otherwise agreed time, the Party Leader and any other Delegates to attend a briefing with the Duty Instructor at the Centre
14. To adhere to the responsibilities outlined at Appendix A where the Delegates represent a school, academy or other educational establishment or other group primarily including children and young persons. To also ensure the following:
 - No Delegate under 18 consumes alcohol;
 - No Delegate smokes where not permitted or in any way to cause a fire hazard; and
 - All Delegates wear safety equipment as required and travel with seat belts.
15. To advise the Centre of dietary needs, health and safety requirements, disabled needs or other requirements of the Delegates.
16. To report any health and safety incidents with immediate effect and comply with all health and safety policies and procedures at the Centre and during activities not at the Centre.
17. To maintain relevant travel or other insurance to be the responsibility of the Delegates.
18. The Customer shall be liable to pay to Ghyll Head, on demand, all reasonable costs, charges or losses sustained or incurred by the Centre (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Ghyll Head confirming such costs, charges and losses to the Customer in writing.

Safeguarding

19. The Customer shall ensure effective safeguarding policies and procedures are employed and adhered to. This include compliance with the Company Safeguarding policy. If there are any safeguarding matters or issues that the Customer is aware of relating to the provision of Services, then these should be brought to the immediate attention of Ghyll Head (subject to your safeguarding policies and procedures).
20. The Customer shall complete any necessary information forms for work around individual children/young people, ensuring parent or carer permission has been obtained.

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Charges and invoices

21. The Charges for the Services are set out in the Booking Form and Final Booking Confirmation Email.
22. On receipt of your signed Booking Form, we shall confirm your Booking through the Initial Booking Confirmation Email. We shall then raise invoices for payment covering the total Charges for your Booking dependent on the date of the receipt of your Booking Form and information in the Final Booking Confirmation Email. The basis shall be as follows:

Details	Booking Date over 6 months before your visit to the Centre	Booking Date under 6 months from your visit to the Centre
Balance to be invoiced on receipt of your Booking Form	25% of Total Charges as included in the Booking Form	50% of the Total Charges as included in the Booking Form
Six months prior to your Booking (visit) to the Centre	25%	-
Two months prior to your Booking (visit) to the Centre	Balance of Charges as defined in the Final Booking Confirmation Email	Balance of Charges as defined in the Final Booking Confirmation Email

23. If the Booking Date is under eight weeks prior to your Booking (visit) to the Centre, then an invoice shall be raised for the total Charges. The email sent to confirm the Booking shall be the Final Booking Confirmation Email.
24. You must pay us for any additional services provided by us that are not specified in the Booking Form or Final Booking Confirmation Email in accordance with our then current, applicable rates in effect at the time of performance or such other rate as may be agreed between us.
25. The Charges are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
26. Charges are based on the cost to us of supplying the relevant Services and if before delivery or provision of the Services there occurs any increase in any way of such costs in respect of the Services which have not yet been delivered the Charges shall be subject to amendment with relevant notice at Ghyll Head's discretion.
27. Ghyll Head reserves the right to charge for any omission or additional cost arising from the provision of inaccurate, misleading or insufficient information by Customers. Through returning the signed Booking Form, it is assumed that the relevant person has authorisation to confirm the Booking and it shall be accepted by the Company on that basis.
28. In the event of damage to the building, furniture, fixture and fittings or other equipment by any Delegates, this shall be recovered from the Customer at replacement cost (to include any labour or other professional services as required). The Company shall raise an invoice and notify the Customer accordingly.

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Refund, cancellation or amendment

29. We can withdraw, cancel or amend a Booking if it has not been accepted by you.
30. If you want to amend any details of the Booking you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Charges invoiced to you.
31. From 7 days from your Booking Date, you can cancel your Booking with no charge arising. The Charges would be refunded in full. That is provided the Booking (visit) is not within 7 days of the Booking Date.
32. All invoices raised shall be non refundable (subject to Clause 31) unless otherwise agreed by the Company.
33. In the event that group numbers that attend for your Booking are lower than that included in the Final Booking Confirmation Email, no refund shall be payable.
34. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control at Clause 47), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

35. You must pay the Charges, as included in the relevant invoice, within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
36. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
37. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
38. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been booked by, or otherwise arranged with, you.
39. Receipts for payment will be issued by us only at your request.
40. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Intellectual property

41. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

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Liability and indemnity

42. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
43. The total amount of our liability is limited to the total amount of Charges payable by you under the Contract.
44. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the Contract for:
 - a) any indirect, special or consequential loss, damage, costs, or expenses or;
 - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services; or
 - f) if the Company's performance of obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents or sub-contractors or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising indirectly or directly from such prevention or delay.
45. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment at the Centre or used offsite (including that belonging to third parties) caused by you or your agents or employees.
46. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond a party's control

47. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action (including Covid-19 Lockdown measures) or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Non solicitation

48. During the term of the Contract and for 12 months after the relevant end date of the Contract, the Customer and any other related entity shall not employ, either directly or indirectly, any employee of Ghyll Head.
49. Should a member of Ghyll Head be employed, the party in breach of clause 48 shall pay a fee calculated at 50% of the previous year's gross annual salary (for the relevant member) and this will be payable immediately upon employment. Ghyll Head and the Customer both agree that this represents a reasonable and fair sum in consideration of the damage which would be borne by Ghyll Head.

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Confidentiality

50. The Customer and the Company agree that in the course of the Company providing Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will not use the Confidential Information other than to perform their obligations under the Contract. Each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
51. The Customer shall restrict disclosure of Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
52. Delegates are agreeing for their personal information to be shared at the Centre for the purposes of the provision of the Services.
53. These Clauses 50 to 52 shall survive termination of the Contract, however arising.

Communications

54. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
55. Notices shall be deemed to have been duly given:
 - a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
 - c) on the fifth business day following mailing, if mailed by national ordinary mail
56. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Photography and other media

57. Occasionally activities at the Centre may be filmed or recorded or photographs maybe taken. Delegates attending the Centre consent to such photography and filming. This is permitted by the Delegates to be used by the Company for promotional use or marketing only.

No waiver

58. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

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Severance

59. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

60. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

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Appendix A – Overnight responsibilities of the Party Leader

It is essential to make clear the position of party leaders regarding overnight responsibilities in the main house and bungalow. Please read carefully the following information. On your arrival at the Centre, the Duty Instructor will show you around and will explain the various procedures.

A condition of accepting your group at Ghyll Head Centre is that there is a named visiting member of staff responsible and in overall charge of the party.

The following notes outline the nature of your responsibilities.

- The period of duty extends from 5pm until 9 am; and
- The general nature of the duty largely consists of being "on call" in case of need and Delegates should be made aware that you are the person to whom they should refer and where your room is located.

Particular duties and responsibilities are outlined below.

General

Please familiarise yourself with the internal layout of the building (Duty Instructor will assist you)

- The rooms in which Delegates are located;
- Alternative escape routes in case of fire;
- Position of fire alarms and fire roll-call list;
- Position of office telephone and centre mobile phone;
- Check that all Delegates are present at bed-time unless agreed otherwise;
- Check all smoke/fire doors are closed, especially in corridors;
- Check that external doors are locked; and
- Ensure all lights are off except the landing corridor lights (which act as a night light). Ensure quietness and a minimum of movement in the house after "lights out".

Emergencies

Follow the Incident/Emergency /Accident procedure in this file for a major incident (or find the information on the notice board-office and bungalow)

In case of sickness/injury

Where a Doctor is required, contact the Doctor by using the phone in the office – Doctors phone number on wall in office/ bungalow. In serious cases, also inform the Head(s) of Centre.

In case of fire at night

Your first duty is to evacuate the building, ensuring a minimum of panic. Students will have been told previously what to do by the Duty Instructor.

As soon as possible after establishing it is not a false alarm, either you or a delegated member of staff should use the office telephone or mobile to call the fire brigade (Instructions are in the entrance hall of main house and conservatory of bungalow)

Check at the assembly point that all persons are clear of the building, using the roll-call list from the notice board in the hall way/conservatory. If time permits, ensure windows and smoke-doors are shut behind people as they leave rooms, corridors etc. Do not allow anyone to leave the assembly point without your permission. If this is a false alarm then cancel the alarm and reset as demonstrated by the Duty Instructor. Return to bed.