

1. This agreement is made between us, London Youth, as the operator of Hindleap Warren Outdoor Centre (the “Centre”) and you, the Customer (together referred to as the “Parties”).
2. All references to days in this agreement shall be taken to mean calendar days.

### **Confirmation of Booking and Payments**

3. When you book your Family Activity Session on our website you will receive a booking confirmation email. Your online booking and payment confirms your acceptance of these terms and conditions. Your booking is not secured until payment is made.

### **Cancellation by London Youth**

4. If we are unable to operate the facility and your booking is cancelled because of reasons within our control (e.g. site maintenance or staffing) you will be offered the choice of switching to an alternative session, subject to availability; or taking a full refund. No administration fee will be deducted in such a case. Our liability is limited to the price you paid for that session. London Youth accepts no liability for any consequential loss that you may suffer.
5. All potential refunds are subject to an authorisation process by the Head of Centre, and if approved, a subsequent administrative processing period internally.

### **Cancellation or amendment requested by the Customer**

6. Once you have booked your session, you agree to check the details on the booking confirmation correspondence that you receive from London Youth. If you believe there is a mistake with your booking, you must make us aware within 24 hours so that we can endeavour to correct that for you.
7. If you **cancel** a session more than 7 days prior to the booking date, we will issue you with a refund for the amount you paid, less a £15 admin charge.
8. You can **change** the date/ time of your booking (subject to availability) free of charge up to 7 days before the booking date. If you wish to change your booking after that point, there is a £15 administration fee.
9. Once you have paid for your session, any requests to cancel a booking, received 7 days or less prior to the date of session will not be eligible for a refund.
10. If you wish to cancel or change your booking you must email [hellohindleap@londonyouth.org](mailto:hellohindleap@londonyouth.org).

## **COVID-19**

11. If the Centre cancels your session due to COVID-19, you will be offered a refund or the opportunity to re-book at a future date.
12. If the Government guidance permits the session to go ahead and you elect not to attend lesson, London Youth's cancellation terms will exist in the normal way, as set out above.
13. If you wish to cancel the booking because you or a member of your party has contracted COVID-19 or has been required to self-isolate due to COVID-19, a full refund may be given for cancellations, subject to proof of isolation notification from the NHS Test & Trace team.
14. All participants aged 12 or over must have a suitable mask available to use if required. There are some activity sessions which required to fitting of specialist equipment for which social distancing is not able to be observed.

## **Force Majeure**

15. Except where otherwise expressly stated in these booking conditions, London Youth shall be under no liability in the event that it is unable to fulfil its obligations under this contract due to an event beyond its control, including but not limited to war, threat of war, riot, civil disobedience, government action, terrorism, natural or industrial disaster, fire, adverse weather conditions, floods or threat of flooding.

## **Arrival and Departure**

16. It is your responsibility to ensure your group arrives on time for your activity session. We recommend you arrive up to 15 minutes prior to the start of your session. We cannot guarantee we will be able to run the full activity session if you arrive late.

## **Parent / Carer Guidance & Participation**

17. Family activity sessions are suitable for families / household bubbles of up to a maximum of 8 people.
18. It is the responsibility of the person making this booking to ensure that your group meets the COVID-19 guidelines and restrictions on household bubbles.
19. Our instructors will aim to maintain social distance from your group throughout the duration of your activity. If our instructors are required to come closer than 2 metres to anyone in your group to maintain safety, they will be wearing appropriate PPE.
20. To enable appropriate social distancing, our instructors may ask adults to assist with the fitting of equipment such as helmets and harnesses on younger members of your party. This will be done under close supervision and guidance of the instructors.

## **Behaviour**

21. Visitors are not permitted to smoke or vape anywhere on-site other than the designated area.
22. The person making the booking is responsible for the behaviour of all members of the group. Offensive behaviour will not be tolerated. Offensive or aggressive behaviour or language towards our staff is not acceptable.
23. London Youth reserves the right to end an activity session immediately if any member of your group is deemed to be displaying inappropriate, antisocial or unsafe behaviour.
24. No refunds or compensation will be given in the circumstances set out above and London Youth reserves the right not to accept any future bookings from you or any member of your group.

## **Permissions and Responsibilities**

25. The person making the booking accepts responsibility for checking that all details provided are correct and accurate.

## **Special Requirements**

26. It is the responsibility of the person making the booking to inform the Centre of any medical conditions, additional needs or disabilities for any of the participants, prior to making the booking.
27. If the person making the booking believes that any member of their group has any additional needs that may require more personalised support, they must contact our team in advance to discuss. Please email [hellohindleap@londonyouth.org](mailto:hellohindleap@londonyouth.org) or call 01342 822625

## **Emergency Medical Treatment**

28. In the event of a medical emergency, first aid will be administered, where deemed necessary, by a member of London Youth staff. Appropriate PPE will be worn.

## **Limit of Liability for Loss & Damage**

29. Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence; or fraud.
30. Neither London Youth nor its staff shall be liable for:
  - (a) Loss or theft of, or damage to, any personal property;
  - (b) any loss of goodwill, reputation or opportunity; or
  - (c) any indirect or consequential loss which arises out of or in connection with this agreement or any breach or non-performance of this agreement, no matter how fundamental (including by reason of London Youth's negligence).

31. All vehicles must park in the designated areas and all vehicles (including any personal property inside the vehicle) are left at the owner's risk. London Youth accepts no responsibility for vehicles parked at Hindleap Warren Outdoor Centre or its surrounding area.
32. We strongly recommend mobile phones are not carried on any of our activities and that clothing worn is suitable for outdoor activities.

### **Your data and privacy**

33. In accordance with the General Data Protection Regulations (GDPR), London Youth agrees to keep confidential all information about you and the other members of your group and only share it with those members of staff who require the information to carry out their role effectively.

### **Why we collect your data and how we use it**

34. We use this form to collect the data required to administer your booking. Some of this may include personal data. Your group's data may be used to confirm your booking at the centre and contact you regarding your booking to discuss arrangements with you.
35. With your permission, we will also contact you about future bookings and opportunities at the Centre.
36. If you consent to receiving communications from us about future bookings, you can withdraw your consent at any point by contacting us on [hellohindleap@londonyouth.org](mailto:hellohindleap@londonyouth.org) or 01342 822625.

### **How we will store your information**

37. The information provided on this form will be securely stored within our London Youth database. Your data will only be accessed by authorised personnel and authorised parties who are responsible for the maintenance and security of our digital systems.

### **Sharing your data**

38. We will not sell or share your information with any third parties except as required by law.
39. Further information about how we process personal data can be found in our [Privacy Statement](#). If you have any queries about our Privacy Statement or how we process personal data, you can contact us on [hellohindleap@londonyouth.org](mailto:hellohindleap@londonyouth.org).

### **Entire agreement**

40. Each of the Parties acknowledges and agrees that in entering into this agreement it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.

41. Each of the Parties acknowledges and agrees that the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement. Nothing in this agreement shall, however, operate to limit or exclude any liability of fraud.
42. This agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this agreement.
43. If any term or condition herein is declared to be unenforceable or invalid, it shall be severed from the remaining provisions which will continue to be valid and enforceable.

**Rights of third parties**

44. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.

**Law**

45. This agreement is governed by and shall be construed in accordance with the laws of England. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this agreement.