

**THE BOOKING CONDITIONS BELOW AND ACCOMPANYING SITE RULES TOGETHER CONSTITUTE YOUR CONTRACT FOR THE USE OF ACTION CENTRES UK LTD SERVICES AND FACILITIES**

- i* **DEFINITIONS** In these Terms & Conditions “ACUK” means Action Centres UK Ltd, “the Centre” means the [Pioneer Centre, Whitemoor Lakes, Kings Park Conference Centre] as owned and operated by ACUK, “the Equipment” means the plant and equipment, fixtures and fittings, furniture, effects, utensils and other items provided by the Centre, and “the Hirer” means the organisation, group, business or school and the person or persons by whom and/or on whose behalf any reservation of the Centre is signed or made. The “Group” refers to all participants, visitors, users, third-parties, leaders, and guests in whatever capacity that attend site as part of the booking to which the Hirer takes responsibility under this agreement.
- ii* **TERMS & CONDITIONS** All bookings of the Centre are made on the following Terms & Conditions and no variation of these Terms & Conditions shall have effect unless expressly accepted in writing by and on behalf of ACUK. No party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement. The Centre reserves the right to decline a booking if in the opinion of ACUK the constitution of the Hirer may lead to a situation that could prejudice the service to and safety of others and/or staff. These Terms & Conditions are governed by English law and any dispute or difference shall be subject to the exclusive jurisdiction of the English Courts.
1. **VAT** is shown at the rate prevailing at the time of issue of any price list, invoice, or statement. The rate payable will be that in force at the date of payment issued.
  2. **Charges:**
    - a) ACUK reserves the right to increase prices should any of our costs increase by more than 7.5%. Any increase in charges will be notified in writing to those with provisional or confirmed bookings.
    - b) Charges include all meals and accommodation.
    - c) Charges for an activity programme are also included where specified in booking summary or indicated by additional invoiced charges.
  3. **Provisional Bookings:** in the event that ACUK agrees to accept a provisional booking, such a provisional booking will be held at the complete discretion of ACUK.
  4. **Bookings:**
    - a) A booking is only deemed as confirmed upon receipt of a completed and signed booking form.
    - b) Making a booking means the Hirer authorises the signatory on the booking form to enter a legally binding contract to pay the required deposit, the balance of fees when due and adhere to all these terms and conditions.
    - c) The number of guests stated on the booking form will be used to calculate charges. Changes to the numbers booked must be made in writing and reductions may incur cancellation charges (see condition 6, below)
  5. **Deposits:**
    - a) A deposit of £30.00 (inc. VAT) per person must be paid when a booking is confirmed.
    - b) In the case of some large or very early bookings a smaller initial deposit may be negotiated but if the booking is subsequently cancelled the full deposit must be paid (along with any cancellation fees that may apply).
    - c) Deposits are non-refundable and non-transferrable.
  6. **Cancellations, reductions and increase in numbers: -**
    - a) Cancellation of the entire booking or a reduction in numbers made within sixteen (16) weeks of the start date will be charged 50% of the original fee per place cancelled.
    - b) Cancellation of the entire booking or a reduction in numbers made within eight (8) weeks of the start date will be charged the full fee.
    - c) For full-site bookings the number of weeks indicated in a), and b) above will each be increased by a period of ten weeks i.e., a) 26 weeks, and b) 18 weeks.
    - d) Please note that a cancellation is only effective on the date received in writing.
    - e) Any increase in numbers must be confirmed and accepted in writing.
  7. **Changes to my booking:** Additional administration charges may apply in the following circumstances at £25 (ex-vat) unless stated otherwise. Deadline dates are as stated on the booking form or booking summary [section 4].
    - a) Late / overdue payment (per invoice reminder sent)
    - b) Late departure of accommodation (£150 per lodge, or £25 per room)
    - c) Late group information including a) Bedroom lists b) Dietary information c) Final numbers d) Activity group lists e) Medical/Behaviour information.
    - d) Changes to activity programmes within 6 weeks of the start of a booking
      - a. Entire programmes change - £50
      - b. four or less changes
  8. **Payment Terms:**
    - a) Charges are calculated on the basis of the total number of paying guests booked or the total number accommodated, whichever is the greater.
    - b) A final invoice will be issued eight (8) weeks before the start date and the charges will be based on the confirmed numbers and any activities booked at that point.
    - c) All final invoices must be paid in full at least 4 weeks before the start date (or by return when the booking is made within 4 weeks).
    - d) Bookings will not be permitted to proceed if any part of the final invoice remains unpaid on the start date.
    - e) All invoices issued after an event fall due immediately and if unpaid after five (5) weeks from the end of the booking will automatically increase by a further 5% and each week thereafter until settled.

- f) No refunds will be made in respect of accommodation vacated before the departure date, meals not taken, or activities booked but not used.
9. **Liability:**
- NAYC/Action Centres UK have insurance cover for public and employer's liability. Groups requiring personal cancellation trip, travel and sickness cover are advised to consult their own insurers and purchase before booking.
  - NAYC/Action Centres UK and its staff cannot accept liability for damage to, or loss of, personal property.
  - The Hirer is responsible for the cost of repairs or replacement resulting from any damage to ACUK equipment or property caused by members of their group or affiliates.
10. **Group Responsibilities:**
- The Hirer is responsible for familiarising themselves with the published site rules of the centre where they book and ensuring that these are brought to the attention of their group.
  - The Hirer is responsible for ensuring their group adhere to the site rules and generally maintain a high standard of conduct.
  - ACUK reserves the right to terminate an event or ban individual guests who persistently ignore the site rules or behave in a manner likely to affect the safety, comfort or wellbeing of other guests or staff. In such circumstances no refunds will be made.
  - At all times, the Hirer will be legally responsible in *loco parentis* for the safety, wellbeing and conduct of members under 18 years of age and should ensure correct consent and medical/dietary information
  - During instructed activities ACUK staff will take temporary responsibility for the instruction and safety of the group to ensure the proper delivery of the session.
  - The Hirer is responsible for ensuring up to date accurate activity participation consent, medical and behavioural information and dietary/allergy information required to ensure the safety of their attending participants. Failure to provide the information when requested may result in activities, food or services being declined or the termination of the booking.
11. **Supervision:**  
ACUK expects schools and youth organisations to have a minimum of one (1) adult teacher or leader for each fourteen (14) children / youth and to comply with safeguarding policy and government guidance at all times.  
ACUK expects groups with children to organise supervision at all times and provide a programme/ activities.
12. **Termination and Cancellation of bookings:**
- ACUK reserves the right to terminate any booking where the user fails to meet these published conditions
  - ACUK reserves the right to cancel a booking for whatever reason. In such a situation all monies paid will be refunded.
  - In the event the Hirer fails to take up a booking, in full or in part, because of adverse weather, illness or other circumstances beyond the control of the centre no refunds can be made. The Hirers disinclination to travel will result in the forfeiture of all monies paid. The booking cannot be postponed or transferred.
  - The Hirer should consult any travel or curtailment insurance to claim any loss as a result of the Hirer being unable to take up any booking or part thereof.
  - Cancellation charges are as outlined in section 6.
13. **Sales transactions** may not take place on ACUK premises or sites without written permission from the management.
14. **Photographs** During your visit official photographs may be taken for inclusion in future Action Centres UK promotional material. We are happy to exclude any member of your group; please advise us in writing of their details.
15. **Copyright** laws must be observed, and all licenses and fees required must be paid and organised by the Hirer at their expense. Christian groups arranging acts of sung worship including projected or copied lyrics will need the appropriate Christian Copyright Licence.  
[www.ccli.co.uk](http://www.ccli.co.uk)
16. **Sole Residential Occupancy Bookings** are available to groups of 220 or more paying guests at Whitemoor Lakes and Pioneer Centre and to groups of 120 (100 midweek) or more adult paying guests at King's Park Conference Centre. This ensures exclusive use of the sleeping accommodation, venue halls, dining room & sports hall that will be allocated according to the numbers attending.
17. **Accommodation:**
- Accommodation is normally available for occupation from 16:00 on the day of arrival and must be vacated by 10am on the day of departure. (Charges may apply for late departures – see "changes to my booking")
  - All rooms are intended for multiple occupancy. Single rooms, subject to availability, incur an additional charge. At Whitemoor Lakes and Pioneer Centre this is 50% of the cost per head. At King's Park Conference Centre, it is 20% of the cost per head but there is no additional charge midweek.
  - Group leaders are responsible for allocating beds within the accommodation they have booked and providing details of this at least 2 weeks before arrival, required to comply with fire safety legislation. (Charges may apply for late information – see "Changes to my booking")
18. **Meeting Facilities:**
- Residential groups are provided a lodge lounge for meeting. Additional meeting and breakout rooms are subject to availability and may be chargeable.
  - Wherever possible, meeting rooms will be available from the time of arrival, but cleaning and maintenance routines may sometimes delay this.
  - Conference room equipment is available, mostly free of charge. The Hirer must take responsibility for the care and safe return of all equipment loaned to them and any loss or damage will be charged for.
19. **Arrival and Departure:**
- The expected arrival (commencement) and departure (conclusion) times for your booking will be stated on the Booking Form.
  - The Hirer is responsible for planning arrival and departure arrangements to fit within these times.
  - The Hirer wishing to arrange early access to facilities for setting up or extended departure times for packing down must obtain written permission from the Centre Management.
  - Permission for early arrival or late departure is at the discretion of the Centre Management and a charge may be made for extended occupancy of venues or facilities.
20. **Instructed Activities and Activity Programmes:**

- a) **PAYMENT** and **CANCELLATION** terms for booked activity sessions and activity programmes are as for residential bookings, particularly conditions 6 and 7 above.
- b) **CHANGES** to activity programmes are subject to the following conditions:
- c)
  - i) Agreed changes must be confirmed in writing by the Hirer.
  - ii) Invoices will be issued 6 weeks before the start of the booking and no refunds can be made after that time unless the centre cancels an activity or activities.
  - iii) Changes to activity programmes within 6 weeks of the start of a booking will be at the discretion of the Centre Management and depend on staff and facility availability. Charges may apply.
  - iv) Bookings by UK schools and NCS groups do not fall under the Package Travel Regulations. External advice and guidance should be sought on planning an *educational* visit to ensure any implications are met to the satisfaction of the Hirer.
- c) **Delivery of activities:**
  - i) The centre will endeavour to provide the activity programme as booked but reserve the right, for staffing or operational reasons, to alter the timing or content or activity of sessions.
  - ii) In the event of an activity session being cancelled altogether by the centre because of staffing or operational reasons the cost (if any) will be refunded in full. No price reduction or refund will be made to educational *activities included in the booking* where activities are either cancelled, unattended or unsuccessful in delivery.
  - iii) In the event of activities being cancelled by the centre because of adverse weather or other causes beyond the control of the centre alternatives may be offered but are subject to availability and other constraints.
  - iv) No refund can be made in the event of an activity session or sessions being cancelled because of adverse weather or other conditions beyond the control of the centre and alternatives declined by the Hirer.
  - v) To take part in activities participants cannot wear jewellery; they must wear suitable clothing - including shoulder length tops and knee length bottoms; Hair must be tied back; wearing enclosed suitable footwear. Participants must be able to follow all instructions. Failure to comply will result in the activity cancellation, and in this case no refund can be given.
- d) **PARTICIPANTS** under 8 years of age:
 

Instructed activities are designed for persons aged 8 years and above. Younger children may be permitted to take part so long as they have a parent or legal guardian present or are accompanied by a teacher who oversees their participation. Participation will always depend on participant being able to safely wear the equipment required and, in the opinion of the instructor, understand the rules and procedures.

**21. Flood plain area:**

Whitemoor Lakes is situated in a designated flood plain area. A comprehensive evacuation procedure is in place should the centre receive notice of flooding risk. As such, activity programs may change as a result.

**22. INDEMNITY:**

The Hirer shall indemnify and keep ACUK indemnified against all costs, claims, demands, expenses, and liabilities of whatsoever nature made by third parties arising directly or indirectly out of any act or omission of the Hirer in connection with the use of the Centre and/or the equipment by the Hirer or in connection with the performance of any services rendered with the exception of death or injury caused by the negligence of ACUK its employees or Agents which is not limited or affected in these conditions.

**23. LIABILITY:**

A) No representation or warranty is given by ACUK as to the suitability or fitness of the Centre or of the equipment for any particular purpose and the Hirer shall satisfy himself/herself in this respect and shall be totally responsible, therefore. ACUK shall not be liable for any consequential or indirect loss or damage suffered by the Hirer.

B) ACUKs liability in all cases, except in the case of death or injury caused by negligence of ACUK and its employees, shall be limited to a maximum of the amount paid by the Hirer.

**24. ASSIGNMENT:**

The Hirer shall not assign or transfer or purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other person, firm, company, or organisation.

**25. WAIVER:**

A waiver by ACUK of any breach of these conditions or any grant of time or indulgence by ACUK to the Hirer shall in no way derogate from ACUK's rights hereunder.

**26. FORCE MAJEURE:**

26.1 ACUK shall be excused from performance of their respective obligations under this Agreement where circumstances amounting to "force majeure" occur for as long as such circumstances last and affect contractual performance.

26.2 For the purposes of this Agreement, "force majeure" shall mean unavoidable and extraordinary circumstances beyond the control of ACUK including, without limitation:

- (a) acts of God, flood, drought, earthquake, lightening or other natural disaster.
- (b) epidemic or pandemic.
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations, nuclear, chemical, or biological contamination or sonic boom.
- (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition.
- (e) collapse of buildings, fire, explosion, or accident.
- (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).
- (g) Advice from the Foreign Office to avoid or leave a particular country may also constitute a Force Majeure Event.
- (h) Failure of utilities outside of ACUK's control, including gas, water, sewage, telephones, or power supply

26.3 For the purposes of this Agreement, in the event of an activity or residential being cancelled due to force majeure, ACUK reserves the right to offer:

- a) A transfer of all monies to another residential booked within the same calendar year
- b) Failure to re-book as in (a) above, interim amounts to be refunded, 25% deposit non-refundable

27. **HEALTH:**

In the interests of other users of the Centre, no guest with an infectious disease/illness may attend site or any guest suspected or diagnosed as having an infectious or contagious disease will be required to seek outside medical advice and to vacate the Centre forthwith. Any and all professional cleaning costs required to reinstate the Centre to a habitable condition shall be borne by the Hirer. Where an outbreak of a virus or sickness bug occurs which results in more than 20% of the total number of guests becoming ill or under the advice of HSE or in fulfilling current government guidance, the hirer must terminate the booking and vacate the centre to avoid further spread and to allow for any professional cleaning required.

28. **Data Protection:**

ACUK shall store and process details of the Hirer, its officers, and agents, as may be necessary to provide an effective service to the Hirer and in accordance with its GDPR policy and legislation. Such details may be shared with associated companies and agents in providing the Customer with products and services or processing data. ACUK may also share information about the Hirer with a credit reference agency for the purpose of credit ratings or in the event of breach of this Agreement and for the purposes of tracing services in the event of default. The Hirer may obtain the details stored by ACUK on request and payment of any prescribed fee.

29. **Special Requests:**

If the Hirer has any special request, they must advise ACUK at the time of booking and provide details in writing. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by ACUK in writing. All special requests are subject to availability. ACUK reserves the right to decline any special reservation if accurate and complete details are not given at the time of booking or cancel without refund when ACUK become aware of any details which affect the ability for the special arrangement to safely be provided.