

Provisional bookings can only be held for one calendar month. This form must be returned with a £50 per person deposit to confirm bookings.

PLEASE COMPLETE IN BLOCK LETTERS THROUGHOUT

Dates Booked From: _____ To: _____

Name of Group _____

Address _____

Postcode: _____

Email Address _____

Organiser or Contact Name _____

Contact Name for Activities Discussions (if different) _____ Email: _____

Tel No. (including area code) Work: _____ Home: _____

Mobile: _____ Fax: _____

Group Numbers Disabled: _____ Non-Disabled: _____ Total Group Size: _____

Quoted Price Total cost for the group as provisionally quoted: £ _____

Deposit Payment (required to confirm booking)

A minimum deposit payment of £50 per person is required to confirm your booking, Please indicate below the amount of payment made and method of payment.

- I enclose a cheque for the sum of £ _____
Cheques should be crossed and made payable to '**Lake District Calvert Trust**'.
- Payment by bank transfer has been made for the sum of £ _____ (Ref should be your groups name)
Account name: **Calvert Trust Keswick** Sort Code: **20-66-97** Account Number: **10220086**
- A credit or debit card payment for the sum of £ _____ has already been made.

UNDERTAKING

I undertake that I will receive written parental consent to participate in the course from each member of the group under 18 years, and I agree to comply with the terms and conditions of booking and cancellation charges overleaf and on our website at www.calvertlakes.org.uk. I understand that if my booking is for fewer than 12 people the Calvert Trust reserves the right to add additional members to the activity group.

Signature Signed _____ Name _____

On behalf of / organisation _____ Date _____

Please return this completed form to **THE CALVERT TRUST, Little Crosthwaite, Keswick, Cumbria, CA12 4QD.**

1. Contractual Arrangements

Your contract is with The Lake District Calvert Trust, a registered charity (no. 270923) and a company limited by guarantee (no. 1240160) registered in England and Wales. Our registered office is at Little Crosthwaite, Keswick, Cumbria CA12 4QD. The contract is subject to English law and the exclusive jurisdiction of the English Courts.

2. Bookings

Once you have discussed your requirements with our Sales Team, and subject to availability, we will hold the requested number of places (in accordance with our group size policy) on your selected course or dates for up to 28 days following telephone, email or verbal confirmation of a booking being agreed. To secure these places beyond the initial 28 day period we require a signed and completed bookings form and the payment of a non-returnable deposit of £50 per person unless otherwise stated. Any deposits paid will be deducted from your final account. Whilst our published tariff and all provisional bookings are made in good faith we reserve the right to amend course fees up to the point your booking is confirmed in writing or by email from us and / or full payment has been received. In the event that you do not wish to accept amended course fees we reserve the right to cancel your booking and return any fees paid including your deposit without incurring any liability to pay compensation. In all cases further amendments may be possible to your group subject to paragraph 5. Amendment or Cancellation by You.

3. Group Size

Bookings are accepted on the basis that your group will be split into activity groups of no more than 12 people to undertake the provided activity programme, unless agreed in advance. The group split will be subject to approval by the Calvert Trust and may be influenced by factors such as functional ability of participants. For activity groups of fewer than 12 (unless otherwise agreed) the Trust reserves the right to add additional members from other groups. Each activity group will be provided with one accessible minibus. If the make-up of an activity group necessitates the use of additional vehicles, it may be necessary for groups to use their own transport or there may be an additional charge for additional vehicles, as agreed in advance.

4. Fees and Payments

An invoice requesting final payment will be sent to you 12 weeks prior to the start date of your course. Payment of the final balance for the total course fee is due not less than 8 weeks before the start date of your course and only when we have received full payment will your booking be confirmed. If you make a booking less than 8 weeks before the start date of your course, the full course fees are payable immediately at the time of booking, unless otherwise stated. Supplementary charges which may occasionally occur during a course, such as additional staffing where not previously advised, loss or damage to equipment or other property, will be invoiced separately and such charges are payable on receipt of the invoice. If either your deposit or final balance is more than 2 weeks overdue, this will be a breach of the contract between

us and we reserve the right to treat your course as cancelled by you and may release your reservation.

5. Amendment or Cancellation by You

Once a provisional booking has been confirmed, increases to the number of participants per booking can only be made with agreement by the Calvert Trust bookings team, but cannot be guaranteed and are subject to availability. In the event of amendment or cancellation by you that impacts on our group pricing policy the cancellation will be subject to the following charges (to be determined by the date when written notification of cancellation is received by the Trust);

More than 12 weeks prior to the course commencing	Deposit only
Between 12 and 8 weeks prior to the course commencing	50% of fees due
Between 8 and 4 weeks prior to the course commencing	80% of fees due
Less than 4 weeks prior to the course commencing	Full payment

6. Amendment or Cancellation by Us

Other than in the case of a force majeure (see clause 14), if we are unable to complete your booking on the terms agreed, we shall endeavour to agree an alternative date. If we cannot agree an alternative date with you, we shall refund in full course fees and deposits paid by you to us and we will not be liable to pay any compensation.

7. Value Added Tax (VAT)

Following a review by HMRC any of our courses that include activity instruction are exempt VAT on the basis of their educational content and therefore invoices will not include a VAT element for course fees. Accommodation only bookings are subject to VAT and this is included in our tariff price at the prevailing rate.

8. Activities Statement

The Lake District Calvert Trust has built its reputation by specialising in the provision of outdoor and adventurous activities for people with disabilities. We have a range of adaptive techniques and equipment that will give the best chance for someone with a disability to fully participate within their range of functional ability. However, due to certain limitations of functional impairment, other constraints of specific disability or individual stature, not all activities may be fully accessed by all people. The planning of activities can also be impacted by factors such as the aims of the group, prevailing weather conditions, the ability of all members of the group and availability of resources all of which mean that they are deemed by the Calvert Trust staff as not appropriate or safe to deliver. In these situations the Lake District Calvert Trust believes it can provide a similar, meaningful activity within the culture of the activity identified on the programme.

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9. Health & Safety

All course participants must expect to be involved in challenging outdoor and adventurous activities. Whilst taking part in a course, participants must comply with our safety regulations (including, in particular, instructions given by Calvert Trust staff) and should any participant wilfully or repeatedly contravene these regulations or instructions such behaviour may result in participants being sent home. In this event the responsibility and cost of any repatriation would be at the individual's or group's expense. Where a participant has a disability, illness, social or behavioural problem that may affect their ability to comply with our safety regulations we must be advised prior to the course commencing in order that we can discuss and implement appropriate control measures in conjunction with you. Medical declaration forms will be sent to you on confirmation of your booking. These must be completed in full and returned for all participants by no later than one week prior to arrival and any illness or injury suffered after the completion of the medical form must be notified to us immediately in writing. Any specific queries concerning health and safety during the course should be directed to your group instructor or one of our senior staff at the centre.

10. Safeguarding

We take the safeguarding of children and vulnerable adults visiting our centres very seriously. Our staff receive regular training in safeguarding and we carry out regular DBS checks on our staff and volunteers. You are strongly advised to ensure that you complete your own safeguarding risk assessment and where indicated undertake safeguarding training and DBS checks for accompanying adults.

11. Regulated Activities & Personal Care

Unless expressly agreed in writing by us we shall not be responsible for delivery of any regulated activities, including personal care of participants, as per the Health and Social Care Act 2008, (Regulated Activities) Regulations 2014. Should regulated activities, including personal care, be required by participants attending your course you will ensure that you hold any and all necessary registrations with the relevant authorities.

12. Insurance

The Lake District Calvert Trust will maintain a minimum of £5 million public liability insurance and we will accept liability for matters which arise as a direct result of our negligence. **All participants are strongly advised to ensure that they purchase their own comprehensive travel insurance that includes cancellation, personal accident, and personal belongings cover for the duration of their course.**

13. Promotion

Any prices, statements, descriptions, illustrations, photographs, drawings or any other matters contained in our brochures, website or other literature are made in good faith but are not guaranteed to be accurate and are intended merely to represent a general picture of our products and services and shall not form any part of the Contract between us. We reserve the right to amend our products, services and prices from time to time so that the descriptions as set out in our brochures and other publicity may not be identical to those set out in our proposals to you.

14. Force Majeure

We will not be liable to pay any compensation if we are forced to cancel or change any aspect of the course due to circumstances beyond our control which we or our suppliers could not have reasonably foreseen or forestalled. Such circumstances include, but are not limited to, war or threat of war, terrorist activity, riots or civil strife, industrial disputes, natural or nuclear disasters, fire, bad weather, failure of equipment, closure of airports, ports or stations, cancellation or changes in schedules by air, land or sea carriers, outbreaks of disease or closures required by government, health authorities or local authorities. In the event of us being unable to complete your booking as the result of a force majeure event we will notify you and agree in writing with you an alternative date. Once a new date is accepted in writing, these contract terms will apply in full to the rearranged booking. If we cannot agree an alternative date with you, we shall refund any course fees paid by you to us minus a reasonable charge for our work completed in arranging and organising your booking, which shall not exceed the value of your deposit payments paid or payable.

15. Data Protection

We shall comply with all obligations of the General Data Protections Regulations 2018 (the GDPR). In particular data shall be obtained, processed and held in accordance with the GDPR. By you or participants providing personal data to us you consent to it being processed, used and held by us in accordance with the GDPR. For a full copy of our privacy policy please see our website at www.calvertlakes.org.uk.

16. Our Liability

Our liability and all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this contract limits or excludes our liability as a result of our negligence or as a result of our fraud or fraudulent misrepresentation. Under no circumstances whatsoever will our liability to you or participants attending courses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this contract shall exceed the sum equivalent to the total course fee paid by you. We exclude liability for any sum which can be recovered through any insurance cover or policy.

17. Severance

In the event that a court or competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted with the minimum modification necessary, and the validity and enforceability of the remaining provisions of the contract shall not be affected.