



Booking terms and conditions for training, activities and events for groups of individual participants

1. Definitions

1.1 When the following words in **bold** are used in these terms, this is what they will mean:

Booking: means your confirmation that you or the person(s) named in the **booking form** would like to attend an **event**, such confirmation will be deemed made by you completing and returning a **booking form** to us;

Booking form: the form provided by us to you, containing certain fields to be completed about you/your daughter or your unit/group's attendance;

Deposit: means a percentage of the **price**, being such percentage as set out in the **booking form** or as we shall in our discretion determine for a particular **event**;

Event: means either a region training, activity or event as set out in the relevant **booking form**;

Event date: means the first day of the relevant **event**;

Event outside our control: means as defined in clause 6.2;

Price: means the price of the **event** as set out on the **booking form**;

Individual: means the person who agrees to the **terms** (this could be a unit leader or parent if the girl is under 18):

Participant: means the person who attends the **event** and could be the same individual or different individual to the event individual.

Group: means the relevant guiding unit, division, district, county as set out in the booking form:

Terms: the terms and conditions set out in this document; and

We/our/us: Guide Association Midlands region (Registered charity no. 521781) known as Girlguiding Midlands.

When we use the words writing or written in these **terms**, this will include e-mail unless you say otherwise.

Your attention is drawn particularly to the provisions relating to participants' non-attendance at clause 8.

2. Our contract with you

2.1 Booking requirements and arrangements vary for each event.

2.2 Please ensure that you read these **terms** carefully, and check that the details on the **booking form** are complete and accurate, before you make a **booking**. If you think that there is a mistake, please contact us to discuss this.

2.3 Subject to clause 2.4, when you return a **booking form** to us and we confirm safe receipt and availability (in writing) these **terms** will become binding and at this point a contract will come into existence between you and us (the **contract**). For the avoidance of doubt no **contract** will be formed between us and your place at an **event** will not be secured until we confirm safe receipt and availability.

2.4 If we are no longer able to fulfil your **booking** for a particular **event**, we will inform you of this as soon as practical (see clause 9).

2.5 By returning the online **booking form** you confirm that you (the individual) are 18 years old or above.

3. Our services

3.1 We will use reasonable endeavours to facilitate your or your groups attendance at the relevant **event**. However, please see clause 6 for our responsibilities when an **Event outside our control** occurs.

3.2 We require certain information from you that is necessary for us to process the **booking**, which will be detailed on the **booking form** or process. We will contact you about this. If you do not provide this information or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra cost that is incurred by us, or we may suspend your attendance at the **event** by giving you written notice. We will not be liable for any delay or non-performance where you have not provided information to us after we have asked you for it (i.e., the deadline given).

3.3 We may have to suspend the **event** if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. See clause 6 for our responsibilities when an **event outside our control** occurs.

4. If there is a problem with the event

As a consumer, you have legal rights in relation to an **event** not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office. Nothing in these **terms** will affect these legal rights.

5. Price and payment

5.1 The **price** and any **deposit** are set out in the relevant **booking form**.

5.2 Special arrangements for events:

- a) Events that include an overnight 'sleepover' (regardless of price) will require a deposit to secure the booking, payable within 14 days with the remaining balances due as outlined in the event FAQs.
- b) For day events full payment is required at the time of booking.
- c) Failure to adhere to the terms of **booking** will result in your places being released.
- d) Please note that the **deposit** is non-refundable to the extent the amount of the **deposit** is no greater than the loss suffered by us as a result of any cancellation under clauses 7 or 9.

6. Events outside our control

6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these **terms** that is caused by an **event outside our control**.

6.2 An **event outside our control** means any act or event beyond our reasonable control, including without limitation strikes, technical problems, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, adverse weather, or failure of public or private telecommunications networks.

6.3 If an **event outside our control** takes place that affects the performance of our obligations under these **terms**:

- a) we will contact you as soon as reasonably possible to notify you; and
- b) our obligations under these **terms** will be suspended and the time for performance of our obligations will be extended for the duration of the **event outside our control**.

6.4 You may cancel the contract if an **event outside our control** takes place and you no longer wish to attend the **event**. Please see your cancellation rights under clause 7.

7. Your rights to cancel and applicable refund

7.1 You may cancel any **booking** at any time before the **event date** by contacting us in writing. We will confirm your cancellation in writing to you (the date of such communication shall be the **cancellation date**).

7.2 If you cancel a **booking** under clause 7.1 and we have already incurred costs on your behalf by that time, we reserve the right to require you to pay us any costs we have reasonably incurred in relation to your attendance at the **event**, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, we will invoice this amount to you.

7.3 When you have cancelled an **event** under clause 7.1, we will use reasonable endeavours to find another participant to take your place and refund an amount to you in accordance with clauses 7.4. However, you acknowledged that this clause confers no obligation to fill your place.

7.4 The refund rates are calculated as a percentage by reference to the amount of the Price paid by you at the **cancellation date**. For the avoidance of doubt any **deposit** paid is not refundable (to the extent the amount of the **deposit** is no greater than the loss suffered by us as a result of any cancellation) and does not form part of the calculation of any refund rates referred to in clauses 7.5.

7.5 Please be aware that due to some events requiring us to use third party venues, activity providers or suppliers we may need to apply specific cancellation terms and conditions to these events. Always check the terms and conditions for all events to ensure you have the specific deadlines and cancellation information.

8. No charge events and non-attendance

8.1 If you simply do not attend an **event** or provide us with notice to cancel less than 7 working days before the **event date**:

- a) Where we have already incurred costs on your behalf by that time, we reserve the right to require you to pay us any costs we reasonably incurred in relation to your attendance at the **event**. We will invoice this amount to you; and/or
- b) We may require 100% payment from you in advance at the time of **booking** for any future **events**.

8.2 For the avoidance of doubt, the provisions of clause 8.1 (a) will apply even if the **price** is nil.

8.3 Where an invoice has been delivered pursuant to clause 8.1 (a) and you have not made payment of this amount within 30 days of the date of such invoice, we may engage our solicitors in order to recover this amount from you.

9. Our rights to cancel and applicable refund

9.1 We may have to cancel a **booking** before the **event date** due to an **event outside our control** or the unavailability of key personnel or key materials or such other reason which means we cannot run the **event**. We will promptly contact you if this happens.

9.2 If we have to cancel a **booking** under clause 9.1 and you have made any payments to us in advance for the **event**, we will refund these amounts to you less any costs that we have incurred with a third party in connection with the **event** that we are unable to recover and any charges that the **event provider** is entitled to make under its own terms and conditions

9.3 We may cancel the **booking** at any time with immediate effect by giving you written notice if:

- a) you do not pay us when you are supposed to as set out in clause 5 or you breach these **terms** in any other material way and you do not correct or fix the situation within seven days of us asking you to in writing; and
- b) if we have to cancel a **booking** under clause 9.3(a) and you have made any payment in advance for the **event**, you will not be entitled to a refund to the extent that we are entitled to recover any losses we have suffered as a result of your breach.

10. Limitation of liability

10.1 Nothing in these **terms** shall limit our liability for:

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- b) Fraud or fraudulent misrepresentation; or
- c) Any other act or omission, liability for which cannot be limited under applicable law.

10.2 Subject to clause 10.1 and to the extent permitted by law:

- a) we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these **terms** or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract; and

- b) our total liability to you in respect of losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the **price**.

10.3 All information conveyed prior to and/or during an **event** provided by us is designed to fulfil the requirements of **event**. No warranty as to effectiveness of information supplied is given; it is your responsibility to assess the efficacy of information or skills provided in relation to the specific tasks being undertaken. We provide no warranty in respect of the material and to the maximum extent permitted by law, exclude all liability for any loss (including consequential loss) arising from any error or omission in the material.

11. Information about us and how to contact us

11.1 If you wish to contact us in writing, or if any clause in these **terms** requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by email, by hand, or by pre-paid post to Events, Girlguiding Midlands, K6 Ivanhoe Business Park, Off Smisby Road, Ashby de la Zouch, Leicestershire, LE65 2AB midlands.headoffice@girlguiding-midlands.org.uk. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by email, by hand, or by pre-paid post to the address you provide to us in the **booking form**.

12. How we may use your personal information

12.1 We may share some of your details with third parties such as the venue in order to provide a safe event. Where this is the case, we will only share the minimum that is needed to facilitate the event.