

# **CALVERT TRUST EXMOOR BOOKING TERMS AND CONDITIONS**

Please take time to read the following terms and conditions carefully. They are the basis of the contract between yourself and Calvert Trust Exmoor (02637448) (“Calvert”).

A contract will exist between us once we have received your Booking Form or deposit. You will then receive a confirmation letter and invoice detailing exactly what has been booked and the full price for what has been booked (“the Price”). If you think anything is in-correct please contact us straight away.

All correspondence will be with the person named on the confirmation invoice who accepts the following booking terms and conditions on behalf of all participants and guarantees that they have the authority to do so. This person must be at least 18 years of age at the time of the booking and is responsible for all payments due to the Calvert, including the full amount. The contract between us is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the courts of England and Wales.

## **Bookings:**

To secure a reservation, a non-refundable deposit must be paid. This can be done over the phone with a credit/debit card, or within 14 days upon receipt of the invoice. Until the deposit payment has been received any reservation is provisional only. The deposit will be 25% of the Price unless otherwise specified below. Any remaining balance of the Price whether it is the figure agreed and confirmed at the time of booking or an increased Price arising from an agreed amendment to the Booking made in accordance with the heading “Changing your Booking” below is then due as follows:

- For parties of 19 people or less - full balance to be paid 12 weeks before your arrival date.
- For parties of 20 people or more - a further 25% of the Price is to be paid 26 weeks before your arrival date and the remaining 50% of the Price is to be paid 12 weeks before your arrival date.

For parties of 20 people or more – if the booking is made between 26 and 12 weeks of your arrival date, a deposit of 50% of the Price is to be paid at the time of booking.

For all parties - any bookings made less than 12 weeks before the arrival date, must be paid in full, either over the phone with a credit/debit card or by return of post upon receipt of an invoice. Until the payment has been received any reservation is provisional only.

If you require longer to arrange payment of the deposit, please discuss this at the time of making your booking. Unless otherwise agreed in writing any booking which is provisional pending payment of the deposit within 14 days of the invoice date, will be notified that their booking is going to be cancelled.

We will always endeavour to provide the accommodation offered at the time of booking, but we reserve the right to change this allocation to something similar, if circumstances dictate.

We do not accept bookings for or from anyone who is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; has an entry on the Sex Offenders Register; or is subject to a Risk of Sexual Harm Order or Child Abduction Notice.

If you do not disclose this information about yourself or any other member of your party, and it later becomes known to us, we reserve the right to cancel your booking and require that you, and the other members of your party, leave the facility immediately, without recourse for a refund.

We reserve the right to refuse any bookings at our discretion.

### **Changing your Booking:**

If, after you have confirmed your booking, you wish to make any amendments, we will do our utmost to accommodate these changes, but it may not always be possible. If an amendment can be accommodated, an administration charge of £35 will be applicable per amendment. Any such amendment may be telephoned to Calvert in the first instance but must be confirmed in writing immediately and if any additional payment is due the amendment will remain provisional until your payment is received. If payment is not received within 14 days of the amendment being agreed the amendment will be cancelled.

Any increase in the Price arising from the amendment should be paid as follows:

- Any increase in the deposit value to be paid immediately upon the amendment being agreed together with the administration charge.
- All subsequent payments to be paid based on the amended Price as specified under the section “Bookings” above.
- For all parties – should the amendment be made within 12 weeks before your arrival date, the full cost of the amendment is to be paid immediately upon the amendment being agreed.

For all parties - should the amendment you wish to make be a reduction in the length of your stay at the Calvert and/or a reduction in the size of your party, the cost implications of the amendment will be handled in accordance with the “Reduction Amendments” section below.

For all other amendments (excluding reductions in the length of stay and/or reductions in size of party), a decrease in costs arising from the amendment will be handled as follows:

- No changes to the paid deposit will be made.
- For all parties – any reductions in the Price, resulting from the amendment, will be deducted from the final payment due 12 weeks before your arrival date.
- For all parties – should you have paid the Price in full prior to making the amendment, Calvert will refund any monies due, once we have received confirmation of the amendment in writing.

### **Reduction Amendments:**

If, after you have confirmed your booking, you wish to make an amendment that reduces the length of your stay and/or reduces the size of your party, you must notify Calvert immediately. Any such amendment may be telephoned to Calvert in the first instance but must be confirmed in writing immediately.

An administration fee of £35 will be charged for each amendment and in addition, the following reduction charges will apply:

- For parties of 19 people or less – if you reduce the length of your stay and/or the size of your party, 12 weeks or more before your arrival date, the full value of your non-

refundable deposit will be retained and not adjusted to reflect the reduced Price. Any reduction in the Price, resulting from the amendment, will be deducted from the final payment due 12 weeks before your arrival date. Should you have paid the Price in full prior to making the amendment, Calvert will refund any monies due once we have received confirmation of the amendment in writing.

- For parties of 19 people or less – if you reduce the length of your stay and/or the size of your party, within 12 weeks of your arrival date, the original Price will remain payable and no adjustment for the reduction in length of stay and/or reduction in the size of your party will be made.
- For parties of 20 people or more - if you reduce the length of your stay and/or the size of your party, 26 weeks or more before your arrival date, the full value of your non-refundable deposit will be retained and not adjusted to reflect the reduced Price. Any reduction in the Price, resulting from the amendment, will be deducted from the final payment due 12 weeks before your arrival date. Should you have paid the Price in full prior to making the amendment, Calvert will refund any monies due once we have received confirmation of the amendment in writing.
- For parties of 20 people or more – if you reduce the length of your stay and/or the size of your party, between 26 weeks and 12 weeks of your arrival date, the full value of your non-refundable deposit will be retained and not adjusted to reflect the reduced Price. 50% of the reduction in the Price resulting from the amendment will be deducted from the final payment due 12 weeks before your arrival date. Should you have paid the Price in full prior to making the amendment, Calvert will refund 50% of the reduction in the Price once we have received confirmation of the amendment in writing.
- For parties of 20 people or more – if you reduce the length of your stay and/or the size of your party booking, within 12 weeks of your arrival date, the original Price will remain payable and no adjustment for the reduction in length of stay and/or reduction in the size of your party will be made.

### **Cancelling Your Booking:**

If, after you have confirmed your booking, you wish to cancel your booking, you must notify Calvert in writing immediately, without written confirmation we cannot cancel the booking. An administration fee of £35 will be charged for each cancellation and in addition, the following cancellation charges will apply:

- For parties of 19 people or less – if you cancel your booking 12 weeks or more before your arrival date, your non-refundable deposit will be retained and the balance of any payment made towards the Price will be repaid by Calvert.
- For parties of 20 people or more - if you cancel your booking more than 26 weeks before your arrival date, your non-refundable deposit will be retained and the balance of any payment made towards the Price will be repaid by Calvert.
- For parties of 20 people or more – if you cancel your booking between 26 weeks and 12 weeks of your arrival date, 50% of the Price will be retained and the balance of any payment made towards the Price will be repaid by Calvert.
- For all parties – if you cancel your booking within 12 weeks of your arrival date, the Price will be retained by Calvert.

## **Amendment or Cancellation of Booking by Calvert:**

Calvert will do its utmost to provide all of the arrangements that have been confirmed for your booking but reserves the right to alter or cancel any activities, accommodation or other arrangements, if operational, weather or other considerations, including closure of the Centre, so dictate.

If Calvert has to make an amendment to or cancel your booking, due to circumstances within our own reasonable control, you will be informed as soon as practicable.

If you are in the middle of your stay at Calvert and we have to make an amendment to or cancel your booking, due to circumstances within our own reasonable control, you will be entitled to a pro-rata refund for that portion of the stay that has been amended/cancelled, excluding the non-refundable deposit. You will then be offered the opportunity to make another booking of equivalent duration and for the same number of people in accordance with these Booking Terms and Conditions.

If your Booking has yet to take place, and Calvert has to make an amendment to or cancel your booking, due to circumstances within our own reasonable control, any administration fee will be waived and you will be given the following options:

- An alternative booking that is closely comparable to the original booking.
- An alternative booking that is more expensive or at a different time of the year, for which Calvert will cover any additional booking costs.
- An alternative booking that is closely comparable to the original booking but in the following year, for which Calvert will cover any additional booking costs.
- Cancellation of the booking – Calvert will retain your non-refundable deposit but will refund all other monies paid, following receipt of your written confirmation that you wish to accept this option and cancel your Booking.

If Calvert has to make an amendment to or cancel your booking, due to circumstances beyond our reasonable control, such as a force majeure event, including but not limited to war, riot, civil commotion, act of God, industrial dispute, Government action, epidemic, disease, communicable infection, adverse weather or natural disaster, you will be informed as soon as practicable, any administration fee will be waived and you will be given the following options:

- An alternative booking that is closely comparable to the original booking.
- An alternative booking that is more expensive, for which you will be liable for any additional booking costs.
- An alternative booking that is closely comparable to the original booking but in the following year, for which you will be liable for any additional booking costs.
- Cancellation of the booking – Calvert will retain your non-refundable deposit and the applicable cancellation charges, as set-out in the “Cancelling Your Booking” section above.

If you are unable to attend the Centre due to reasons beyond our reasonable control, Calvert will not accept liability for any losses that you may incur.

## **Insurance:**

We strongly advise that you take-out Holiday Insurance to cover your Booking at Calvert and that this should include Cancellation Cover.

By proceeding with the Booking, you confirm that you have either arranged suitable Holiday Insurance Cover or are prepared to proceed on the basis that you do so at your own risk as to any amendment charges, cancellation charges, losses and/or damages for which you may become liable.

## **Additional Charges:**

The following additional charges will be payable:

**Bed Linen:** If an accident occurs, we are happy to supply an extra set of bed linen at £4 per set.

**Additional Cleaning:** If a room requires additional cleaning due to spillages or accidents a reasonable charge to cover the time and products necessary to restore the standard of cleanliness, appearance and hygiene.

**Damage:** If a carpet, piece of furniture or other equipment cannot be saved, then the guest will be invoiced for the cost of replacement. If it can be saved or repaired the guest will be charged for the reasonable costs and time incurred repairing the item.

**Mid Visit Changeovers:** £20 for an additional full bedroom clean during your stay.

**7-night break additional costs:** Depending on what your group decides to do during your rest /excursion day, there may be an additional cost for tickets, entry fees, travel for activities arranged outside the Centre at your request.

**Under Occupancy:** If you request specific room(s) or apartment(s) but are not filling all of the beds in those spaces, we reserve the right to charge an under-occupancy charge. This charge will be up to 100% of the tariff price of the unoccupied beds in August, or 50% of the tariff price of the unoccupied beds during the rest of the year.

There will be no charge made for unused bed spaces in rooms that we have allocated to you at our own discretion, rather than at your request.

## **Discounts:**

Please note, the discounts listed here apply to the specific individuals who meet the conditions of the discount, not to everyone included in the booking.

**Self-catered:** Guests who book an apartment and choose at the time of booking to cater for themselves can stay at 10% off the fully catered tariff. The self-catered option is only available for our apartments, as our other rooms do not have their own kitchen facilities.

**PEG fed:** guests who are fed via percutaneous endoscopic gastrostomy (PEG) can stay at 10% off the fully catered tariff.

**Night waking staff:** Night waking staff can stay at 10% off either the fully catered or self-catered tariff, (depending on the tariff that applies to the rest of the booking they are part of).

**Children aged 3 to 5:** Children aged between 3 and 5 years old can stay at 25% off the fully catered tariff, as they may not be able to take part in every activity.

**Children aged 2 and under:** Children aged 2 and under are free (100% discount) as they cannot participate in any activities and will need to be supervised by a responsible adult whilst the rest of the party are taking part in the activities.

**Non-participants:** Adult guests who elect (in advance of their arrival date) not to participate in any activities, can stay at 10% off the fully catered tariff.

## **Activities – Details and Restrictions:**

Activities are arranged in a fixed programme prior to arrival.

Please be aware, if your group has fewer than 10 people in it, other guests may join your group for activities. We can only guarantee that bookings of 10 people or multiples of 10 people will have an exclusive group whilst taking part in activities. Groups and schools with a booking of more than 10 people, but less than a whole multiple of 10, may be split into multiple groups and other guests may join that group whilst taking part in activities.

At least 1 responsible adult from each group, school or family must take part in the activities. Schools and groups with bookings of more than 10 people must provide at least 1 responsible adult per group. For example, if your booking is for 30 people split into 3 groups, this requires no less than 3 responsible adults to supervise, 1 per group. It is also your responsibility to ensure an adequate carer to individual ratio, to meet the specific needs of the individuals in need of care in your group.

We can only accept a maximum of 4 wheelchair users per group of 10; this includes wheelchair users who can transfer. It is both the individual's and group leader's responsibility to ensure that all members of their party behave with good conduct towards other guests and Calvert staff, facilities and equipment, at all times.

We will always try to include everyone on all activities but occasionally this may not be possible.

Calvert reserves the right to either request to weigh an individual before taking part in an activity or refuse their participation if this is not granted.

Due to weight restrictions on the ability of our horses we are unable to offer horse riding for guests over 14 stone (88 kgs).

Guests between 14 and 15 stone (95 kgs) will not be able to ride a horse but may be able to take part in carriage driving sessions. This will be assessed on a case by case basis on arrival. The upper weight limit for all rope-based activities is 18 stone (114 kgs).

Please note all our hoists have a 22 stone (139 kgs) limit.

Guests with epilepsy (Drop/Tonic-Clonic seizures) will not be able to ride but could participate in carriage riding where appropriate. Guests riding with epilepsy (absences) will have to stay inside the arena.

Assistance dogs are unable to attend horse, bike, or water-based activities, but can stay in the bedroom or in our outside kennel.

Non-participating guests or visitors are unable to attend or spectate at activity sessions unless there is a need to provide safety or physical or moral support to the participant.

We do not offer horse riding or carriage driving at the weekends (unless otherwise advertised).

Water sports are only available between March and October (unless otherwise advertised).

Please note: We will always endeavour to provide the published activities, but we reserve the right to amend and /or cancel sessions if circumstances dictate.



## **Swimming Pool:**

The swimming pool is for our guests to use as a leisure activity and may not always be available.

The pool is not directly supervised by our staff, and guests are therefore responsible for their own safety.

There must be a minimum of 3 capable people over the age of 16 in the pool at any one time, who are capable in an emergency situation of either exiting the pool unaided to press the alarm, or supporting a casualties' head above water while help is being arranged.

There must be one to one supervision for children aged under 4 and one to two supervision for children aged between 4 and 8.

Under 18's are not allowed in the pool area without adult supervision, and therefore at least one of the 3 capable people in the pool area must be over the age of 18.

Calvert cannot be held responsible for accidents in the pool.

## **Care Needs:**

At Calvert we are unable to offer personal care or supervision for guests.

Guests should ensure that they come with adequate care support to meet their own care needs for a safe, comfortable and enjoyable stay.

Whilst we do provide a bar on-site and guests are invited to avail themselves of it, all care staff are considered 'responsible adults' and must be capable of and willing to assist their client(s) out of the building in the case of a fire or other emergency situation.

We reserve the right to ask guests to leave without refund if they are endangering themselves, other visitors or staff as a result of / lack of their care or supervision needs.

We recommend that guests in doubt consult with their doctor or other professional to discuss their needs before making a reservation.

## **Other Details:**

**Timings:** We cannot accept arrivals before 4pm on your arrival date. Checkout time on your departure day is 10 am.

**Pets:** Assistance dogs are welcome by prior arrangement, but we regret that no other pets are allowed.

**Under 18's:** A responsible adult must accompany all individuals under 18, Calvert is unable to provide a babysitting service.

**Liability:** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill. Whilst we take all steps reasonably possible to ensure your safety, to the extent that the law permits, your personal property including baggage, is your own responsibility at all times. We accept no liability in respect of loss or damage to property or personal injury, unless caused by our own negligence or failure to carry-out our responsibility, during your visit.

Nothing in these terms shall exclude or limit our liability for loss or damage that we cannot legally exclude or limit our responsibility for, including liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or fraud or fraudulent misrepresentation. For the avoidance of doubt, your statutory rights are not affected by anything in these terms.

Please note, that if any court or relevant authority decides that any of these terms are unlawful, invalid or unforeseeable, this will not affect the other terms which will remain in full force and effect.

**Parking:** We have sufficient parking at Calvert, however, please note that parking is at your own risk and we that we cannot accept responsibility for any damage.

**Client/guest data:** Calvert is a registered Data Controller with the Information Commissioners Office (ICO), Registration Number: Z4705660. Personal data provided to Calvert will not be shared with third parties other than the minimum data necessary to ensure delivery of the service we are contracted to deliver to you, (for example, providing your name to a taxi company to facilitate pickup). Non-sensitive personal data may be used to support Calvert Trust marketing initiatives. All data will be managed in accordance with ICO guidelines, our privacy policy, and the applicable data protection legislation.

**Responsible Adults:** ‘Responsible Adult’ includes (but is not limited to) carers, adult family members, personal assistants, support staff, group leaders, teachers, volunteers within groups, and any other person who has responsibility for others.

**In Case of Emergency:** In an emergency situation Calvert staff will assist with the evacuation of guests; priority will be given to assisting guests identified as being at the greatest risk. Responsible Adults are expected to take primary responsibility for assisting their group in evacuating via an appropriate safe route and assembling at the Assembly Point.

**Emergency Contact Details:** If an emergency happens whereby your emergency contact needs to be contacted, the emergency contact must be resident in the UK at the time the guest is at Calvert and be fully able to independently get to Calvert within a reasonable amount of time in order to deal appropriately with the situation. By booking, you are confirming that all emergency contacts have been informed and are available at short notice to deal with any situation.

## **Complaints:**

It is our aim to provide a consistently high standard of customer care for all our visitors and guests, from an initial enquiry right through to leaving after a successful, enjoyable break. Our aim is for every visitor to leave Calvert keen to return and eager to recommend us to others.

Any issues or concerns you experience during the booking process or your stay must be raised with Reception or the Duty Instructor (out of Reception hours) at the earliest possible opportunity, and definitely before you depart.

Complaints raised in this way will be taken seriously, dealt with promptly, and if necessary, escalated to our management team for resolution according to our complaint’s procedure.

We reserve the right to consider issues, concerns and complaints that are only raised in the first instance after you depart as spurious and treat them accordingly.

**(Updated July 2020)**