

Terms and conditions (revision Feb 2022)

1. To Secure your booking

To confirm your booking and to ensure that we have the correct information for your visit you must return the booking form within 14 days. Bookings are provisional until this contract is signed and the Initial Deposit is paid in full and we reserve the right to release the space to other parties. In signing the booking agreement you are deemed to have accepted these conditions.

2. Number of attendees

Whereas we welcome groups of any size the minimum charge for your booking is equivalent to 20 attendees for 2 nights, or 40 persons for one night. When confirming numbers on the booking form, please ensure that they are realistic in relation to your event. We understand that numbers can change and with this in mind we allow an **uncharged 25% underage (to the minimum charge)** when numbers of attendees fall below the number of attendees you contract provided that this is communicated to us in writing more than 14 days prior to the event.

The number of attendees for which you contract, less the permitted underage - if applicable, will be used as the minimum for our invoices and will be subject to our cancellation policy as detailed below. Additional attendees will be charged at the normal rate should there be capacity for them. Please note that;

We endeavour to allocate available areas of the house by floor. If your group has 50 attendees or less, we will endeavour to locate you either in the upstairs section of the house (Solent View and the Flat) or in the downstairs section of the house (The Dunny), and will hire the unused accommodation area to another group.

When two groups share the house the ground floor rooms, Laing room, Headingly lounge, Springvale lounge, swimming pool and other activities are apportioned on a case by case basis, at the discretion of Urban Saints.

Exclusive use of the Whole House may be requested. This gives exclusive use of the house, but not the Laing room, the swimming pool, the marquee or the grounds. If you request 'Whole House' please be aware that you will be charged for a minimum number of 60 guests.

In the summer months we, from time to time, accommodate campers on-site. The camping price includes exclusive use of the Laing room for toilets, showers and cooking if required.

Please bear the above in mind when booking as we reserve the right to hire unused areas of Westbrook to other users and may not be able to accept additional guests in excess of your contracted number if house space is not available. House space and availability is judged at our absolute discretion.

You are required to attend Westbrook with the appropriate ratios of leaders to children, by sex, as given by your oversight body.

3. Activity costs

If you would like us to organise on/off site activities and transport these costs will be included in your further deposit. Variations and amendments to your activity programme may be made before your balance is due, 1 month before your event, at no additional administration cost.

Every reasonable effort will be made to provide the agreed activities, but we reserve the right to offer an alternative should this be necessary.

4. Deposits, invoicing and payments

Provisional bookings are held on our calendar for no more than 14 days. To secure a confirmed booking signed copies of this booking form and agreement, incorporating our terms and conditions, and the Initial Deposit of 5% are required.

A further deposit payment of 65% (total of 70% paid) representing accommodation and any activities and transport will be due for payment no later than 1 month before your booking.

In the event that your event falls less than 1 month after your booking is made 70% of the Total Cost must be paid in place of the Initial Deposit referred to in the preceding paragraph.



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No later than 2 weeks following your visit we will issue a final statement which may include an additional invoice taking account of any final adjustments included but not limited to; breakage costs, rearranged activities, minibus usage and other necessary variations. Payment of this final statement is due within 14 days.

5. Cancellations or amendments

In the unfortunate event that you cancel or reduce your numbers beyond the agreed underage, cancellation/amendment fees will be charged in accordance with this clause. If you cancel or a reduction in numbers leaves a booked section of the house vacant we will use reasonable endeavours to resell the space and, if successful, any payments received for such space sold will be taken into account, based on the applied percentage, when calculating your cancellation or amendment fee. All cancellations and amendments must be confirmed to us by post or email and a reference number obtained. On receipt of this confirmation the notice period becomes effective and excess space will be released for re-sale. Fees for cancellations are calculated as detailed below and are based on the total value of the confirmed booking. Fees for reductions in number are calculated as detailed below and are based on the difference in the numbers of attendees you contract to bring and the number of attendees at your event.

<u>Period of notice given before event arrival date:</u>	<u>Cancellation/amendment Fee:</u>
91-120 days	25%
90-30 days	50%
29-7 days	75%
6-0 days	100%

6. Force Majeure

- 6.1 Force Majeure Event means any circumstances not within a party's reasonable control including, without limitation:
- acts of God, flood, drought, earthquake or other natural disaster;
 - epidemic or pandemic;
 - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - nuclear, chemical or biological contamination or sonic boom;
 - any law or any action taken by a government or public authority, including without limitation, failing to grant a necessary licence or consent;
 - collapse of buildings, fire, explosion or accident; and
 - interruption or failure of utility service.
- 6.2 Provided it has complied with clause 6.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 6.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 6.4 The Affected Party shall:
- as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 6.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 weeks' written notice to the Affected Party and any deposit paid will be returned to it.

7. Final Confirmation of attendees

To enable us to organise your event successfully please send us, no later than 7 days prior to your event;

- a. A full list of all attendees, including leaders (this will be held in perpetuity, confidentially for safeguarding reason)
- b. A rooming list
- c. A list of any special dietary requirements
- d. Information on any attendees with additional needs that need to be taken into account in the case of emergency, this includes SEN, mobility, deaf and hard of hearings, visual impairments, pre-existing injuries (for example limbs in plaster).
- e. Information on any such activities you intend to bring to site which require additional insurances, statutory inspection or accredited training to run.
- f. A signed safeguarding statement
- g. A copy of your safeguarding policy

8. Minimum numbers

Bookings are subject to the venue's minimum number being reached, which is 20 guests for two nights, or 40 guests for one night.

9. Event rooms, dorms and facilities

Delegate numbers will be taken into consideration when allocating your rooms. We reserve the right to change allocated rooms and advertised facilities at our absolute discretion and to vary our brochure from time to time. No liability is accepted for any errors or omissions in our brochure.

10. Damage

You are responsible for all allocated rooms during the period of the booking. Any damage to the facilities or their contents incurred as a result of the acts, omissions or default on the part of yourself, your guests, employees, subcontractors or representatives or their guests, may result in a charge to compensate such damage. You, your guests, employees or third-party subcontractors will be liable for the cost of repairs carried out as a result of any damage caused to any property or equipment owned by Urban Saints by the negligence, wilful act or default of any such person. Urban Saints Westbrook accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you, your guests, employees or associated third parties.

11. Activities you bring to site, compliance and liability

Any activities you wish to carry out require the authorisation of Urban Saints management present at the time. For certain activities additional insurance, liability certificates, risk assessments and health & safety documentation will be required before proceeding. You must provide us with such evidence of insurance, statutory checks and competency in operation as we may in our discretion reasonably require before you bring high risk activities (including, but not limited to, inflatables) to site. All of the equipment you bring to site must be safe, fit for the purpose for which it is intended and properly maintained.

No alcohol, food or beverage may be bought on site by or on behalf of you or your guests to be sold unless prior written consent has been obtained from the management, for which a charge may be made.

So far as is permitted by law, Urban Saints limits and excludes liability to you, your guests, employees and third-party subcontractors as follows;

Any equipment bought to any Urban Saints premises by you, your guests, employees or third-party subcontractors is bought by that person at their own risk and you will indemnify us against all liability arising in connection with the use of the equipment. You and any third-party subcontractors employed by you and your guests for the purpose of organising and providing additional external events must comply with all applicable statutory requirements including health and safety regulations and Urban Saints Health & Safety and site security policies and to provide liability insurance appropriate to the risks involved, appropriate method

statements, risk assessments, licences and demonstrate additional competency skills required to manage the event, in compliance with health and safety. Urban Saints shall not be responsible for the damage or loss of any merchandise or articles left at any of its premises. Urban Saints reserves the right to request sight of such documentation, insurances and method statements etc. it considers necessary before allowing an activity to take place on site. Urban Saints reserves the right in its absolute discretion to require immediate cessation of any such activity it judges to be unsafe, uncompliant or with the potential to bring reputational damage to Urban Saints You shall be responsible for any copyright infringement that occurs on any Urban Saints premises and that arises as a result of your actions or omissions and you will indemnify us against all liabilities arising in connection with such infringement.

12. Late payment

In the event that you fail to pay an invoice when it falls due, we reserve the right to charge interest on a daily basis from the date of the invoice to the date full payment is made. This shall be in accordance with the *Late Payment of Commercial Debts Act 1990* at 18% above the Bank of England base rate. In the event that invoices are outstanding for longer than 60 days, we may at any time cancel all your bookings and all outstanding invoices will become immediately due and payable.

13. Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate this contract by giving notice in writing to you or your representatives. Please be aware, our cancellation policy will still apply. Urban Saints Westbrook reserves the right to terminate contacts at any point, for any reason.

14. Emergency arrangements and required roles

All visiting groups attending the Centre must bring with them;

- a. A **Group Leader** able to exert reasonable control the resident group in the case of emergency
- b. A trained, nominated **First Aider**, along with necessary first aid equipment, and pertinent medical information on attendees in residence.
- c. A suitably trained **Safeguarding Co-ordinator** for your group.

It's not permitted that a single person share the Group Leader and First-Aider role. These three roles hold *primary* responsibility for group safety, first aid, and safeguarding whilst on-site. Westbrook staff are trained to *support* these roles in the performance of their duties, as well as making statutory reports if so required. In the case of significant, life threatening emergency the Duty Manager/Duty Supervisor, on site, on shift can take executive leadership and commanding operational primacy of the whole site in the pursuit of preservation of life. In these rare situations group leaders are required to comply with the reasonable commands of the on Duty Manager/Supervisor on shift.

15. Closed Circuit Television (CCTV)

Urban Saints Westbrook uses CCTV to monitor communal areas of the site, the office and the perimeter of the main building. The footage is retained for security and safety reasons and deleted after 15 days. In the event of a reported incident, the Director may authorise a review of the footage, retaining the footage, and any sharing of relevant footage with agencies such as the Police or our insurers. Our CCTV policy is available upon request.

16. Safeguarding

All disclosures related to safeguarding which occur on site, MUST be reported to the on Duty manager/supervisor

a) Urban Saints, Energize plus and Crusader groups

Urban Saints Westbrook takes its responsibility to safeguard children and vulnerable adults very seriously. You must sign, ascribe to and uphold at all times the standards set out in the Urban Saints Safeguarding Statement and Policy (provided with this document). If you have questions or queries regarding this, please contact the Urban Saints Safeguarding Co-ordinator [safeguarding@urbansaints.org or 01582 589850]. In the case of a safeguarding disclosure being

made to a member of the Westbrook team the Westbrook team will deal with the matter in accordance with the Urban Saints safeguarding policy.

b) Schools and non Urban Saints affiliated groups

Urban Saints Westbrook takes its responsibility to safeguard children and adults at risk very seriously. You must sign, ascribe to and uphold the standards set out in the Urban Saints Safeguarding Statement (provided with this document) as a *minimum* standard. You must in addition at all times abide by and apply your own safeguarding policy for the duration of your stay at Westbrook. [Please note that the Urban Saints Safeguarding Statement is NOT a safeguarding policy but rather a framework document which denotes what Urban Saints considers to be an acceptable standard of safeguarding. Please forward a copy of your Safeguarding Policy for us to review no later than 60 days before your event.] If you are unsure of whether your policy meets the standards set in the Urban Saints Safeguarding Statement or have questions or queries regarding this, please contact the Urban Saints Safeguarding Co-ordinator [safeguarding@urbansaints.org or 01582 589850]. In the case of a safeguarding disclosure being made to a member of the Westbrook team, the Westbrook team will liaise with the group leader, regarding further actions. In the case that the disclosure involves a teacher or leader in residence at Westbrook, Westbrook will contact such appropriate persons with the authority to carry out further investigations. (e.g. Head teacher, Diocesan Safeguarding officer, Vicar, LADO). Westbrook will also consider seeking the advice of Urban Saints' Safeguarding Consultants, Thirtyone:eight, to explore the most appropriate course of action, and also confirm their advice in writing. The existing Information Sharing Agreement between the two organisations allows for the Urban Saints Safeguarding Co-ordinator to receive a copy of the advice given and follow up appropriately on the action taken

17. Data Usage

Urban Saints needs to hold certain information on you and those attending your event to ensure safety, security and to fulfil your booking contract. Please refer to our privacy policy for details on how and why we collect this information and how we use it. (<http://www.urbansaints.org/privacy>) If you have questions or concerns that your data has been improperly used you may contact Urban Saints Data Protection Officer DPO@urbansaints.org

18. Package Travel and Linked Travel Arrangements Regulations 2018 ("the Regulations")

18.1 Depending on the nature of your booking and the elements contained within it which we arrange or provide on your behalf the Regulations may apply to it.

18.2 In the event that the Regulations apply we undertake that we will perform the obligations imposed on us by the Regulations in the manner required by the Regulations.

19. General

No failure or delay by us in exercising any of our rights under this contract shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. Should the client contract with Urban Saints Westbrook Centre through an agent, the agent acts in that capacity for the client and not for Urban Saints Westbrook. The client therefore accepts full responsibility for payment of the account. This contract shall be governed by the laws of England and Wales.

All bookings are subject to these terms & conditions which may not be varied except by written agreement of the management.

*All reference in days means calendar days.