

### Family Events & Activities Booking Conditions

These booking conditions cover Family Festival, Camp Outs, seasonal events and activity sessions.

YMCA Fairthorne Manor is part of the YMCA Fairthorne Group, a company limited by guarantee in England and Wales. Company Number 4336719. Registered Charity Number 1090981, Registered Office Bugle House, 53 Bugle Street, Southampton SO14 2LF

#### 1.0 Permission and Responsibility

- Your contract is with YMCA Fairthorne Group and shall be subject to the jurisdiction of the English Courts under English Law.
- The person making the booking accepts responsibility for checking that all the details on the booking confirmation are correct and has 7 working days to inform YMCA Fairthorne Group (YMCAFG) of any omissions or errors. After this time, amendments or cancellations will be subject to the relevant administration fee.

#### 2.0 The Booking

- The booking is confirmed and a contract formed when YMCAFG has received payment.
- Bookings are non-transferable.
- At the time of booking all information requested must be provided, including at least 2 emergency contact telephone numbers.
- The person making the booking is responsible for updating YMCAFG of any changes to the details provided at the time of booking.
- Omitted or inaccurate information will cause your booking to become invalid.

#### 3.0 Emergency Medical Treatment

- In the event of a medical emergency, first aid will be administered where deemed necessary by YMCAFG first aid qualified staff. If you do not consent to you or your child receiving emergency first aid treatment, inform us in writing within 7 days of receiving your confirmation and we will cancel your booking with a full refund.
- In the event of a medical emergency, we will make every effort to contact parents/guardians before arranging medical treatment. If this is not possible, we will inform you at the earliest possible time.

#### 4.0 Price, Payment, Cancellation & Amendments

- Price - YMCAFG will do its utmost to ensure that the price will remain the same. In the event of exceptional circumstances we reserve the right to increase the price. YMCA will absorb the first part of any increase but if the rise is more than 10% of the quoted cost, you will have the right to cancel with a full refund
- Payment - must be made in full by cash, Visa or MasterCard at the time of booking.
- Cancellations
  - i. In accordance with the 2014 Consumer Contracts Regulations, if you have made a telephone or online booking, you have 14 days from the date of booking to cancel and receive a full refund, after which relevant charges apply. All cancellations must be made in writing (email, post or fax). If the event date is within 14 days of the booking date, your cancellation rights end 7 days prior to the event date and a refund will not be given.
    - a. Cancellations requested in writing 6 weeks or more prior to the event will be refunded subject to a 20% administration charge per person of the cost of the event.
    - b. Cancellations requested within 6 weeks of the start date of the event will not be refunded except on production of a medical note in which case a refund will be given subject to an administration charge of 20% of the cost per person of the event.
  - ii. Attendees who are excluded during the event will not be refunded for unused accommodation, activities or food.

- Amendments
  - i. Customer amendments to bookings including date changes requested 6 weeks or more prior to the start date of the event will not incur an administration charge. Changes requested within 6 weeks of the event date are subject to the following administration fees:
    - Family Festival - £10 per person per change (no amendments within 2 weeks of the event)
    - Camp Outs - £5 per person per change (no amendments within 2 weeks of the event)
    - Seasonal events - £5 per person per change (no amendments within 2 weeks of the event)
    - Activity sessions - £3 per person per change (no amendments within 1 week of the event)
  - ii. Part used or early departure from events will not be refunded.
  - iii. All customer amendments are subject to availability
  - iv. YMCA reserves the right to cancel or move sessions due to circumstances beyond our control.

### 5.0 Adverse Weather conditions

Events will operate in all weathers and the responsibility is with participants to provide appropriate clothing and resources. No refunds will be given for unattended event places due to poor weather unless the event is cancelled by the YMCA in accordance with the YMCA's operating procedures.

### 6.0 Liability

- YMCA accepts full responsibility for the acts or omissions of its employees, providing they are acting within the scope of their employment.
- YMCA accepts no responsibility for:
  - i. The acts or omissions of its clients whether negligent or otherwise and shall not be liable for claims made against them, either by other clients or third parties.
  - ii. loss of income, revenue, business or data.
  - iii. acts of force majeure that may affect your stay i.e. that we could not have foreseen, such as, but not limited to, natural disasters, acts of terrorism or other factors outside of our control.
- Customers are responsible for the cost of repairs necessitated by any wilful damage they may cause.
- YMCAFG does not accept responsibility for personal possessions. Parents should ensure items are adequately labelled and covered by insurance.

### 7.0 Insurance

YMCAFG has public liability insurance cover up to £10 million. We recommend that customers take out their own travel insurance to cover risks of accident, loss of personal belongings and cancellation.

### 8.0 Photographs

Photographs and videos may be taken by us of attendees which may be used in future publicity, social media or on our website. Please inform the YMCA Fairthorne Group if you do not wish us to video or photograph you or your child.

### 9.0 Behaviour

- The person who made the booking is responsible for ensuring high standards of conduct within their group.
- Attendees displaying inappropriate and antisocial behaviour may, as a last resort, be excluded from the scheme(s) without refund. A copy of the YMCAFG Behaviour Policy is available on request.

### 10.0 Termination of Booking

YMCA Fairthorne Group reserves the right to terminate any booking which fails to meet these Booking Conditions. In these instances, no refund will be given.

### 11.0 Disclosure

In accordance with the YMCA Fairthorne Group Confidentiality Policy and Data Protection Regulations (1998) the personal details of service users will not be disclosed to any third parties, other than those contracted to deliver services on behalf of YMCA Fairthorne Group.

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