

Terms and Conditions of Booking

1. Booking and Payments

- a. A booking will be considered firm upon receipt of this completed form.
- b. Upon receipt of this booking form a deposit invoice will be issued for 20% of the total course fee (including VAT). This will be due for payment within 30 days.
- c. Non-receipt of your deposit will be regarded as cause for Bendrigg to cancel your booking.
- d. You will be contacted for your final confirmed numbers 12 weeks before your visit when a balance invoice will be issued. For any subsequent changes in confirmed numbers please see the cancellation table below.
- e. The balance is due no later than 8 weeks prior to your course start date.
- f. Bendrigg reserves the right to charge interest on late payments at the rate of 4% above the base rate of HSBC Bank plc for the period when payment was due to the date payment is received.

2. Cancellation

In the event of cancellation by you of either the full course or individual participants, you will be subject to the following charges depending on the notice given:

Notice given (prior to course start date)	Payment required for course cancellation
More than 12 weeks (84 days+)	Deposit only
8 -12 weeks (56 – 83 days)	50% of total course fee
4 – 8 weeks (28 – 55 days)	80% of total course fee
Less than 4 weeks (0 - 27 days)	100% of total course fee

3. Travel Insurance

We strongly advise that you purchase appropriate travel insurance to include cancellation, personal accident and loss or damage to personal belongings.

4. Other

- a. Medical and consent forms must be completed and signed by all staff and participants and sent in advance to Bendrigg. For group members under the age of 18, these must be signed by a parent or guardian.
- b. All medical conditions, ailments and allergies of group members and leaders must be declared on the medical and consent forms. Group leaders are responsible for managing such medical conditions.
- c. Group leaders must accept the responsibilities listed on the separate leaflet BT3 Guidelines for Group Leaders.
- d. Groups must include staff of the appropriate numbers and competence commensurate with the circumstances of the group, to fulfil these responsibilities.
- e. Whilst Bendrigg will take all reasonable steps to ensure safety, the Trust accepts no liability in respect to loss or damage to property or injury to persons.
- f. No pets are permitted other than guide and assistance dogs.
- g. Bendrigg reserves the right to terminate any booking by visitors failing to meet these terms and conditions.
- h. The provisions in the attached schedule shall form part of these terms and conditions.

Schedule

1. Coronavirus

a. Definitions

Coronavirus: The disease known as Coronavirus Disease (COVID-19) and the virus known as Severe Acute Respiratory Syndrome coronavirus 2 (SARS-COV-2).

Coronavirus Events: An event or delay caused by or arising from or a relation to a Coronavirus Epidemic or Pandemic that prevents you from attending the course or prevents Bendrigg from providing the course in accordance with your booking.

- b. In the event of a Coronavirus Event you will agree to provide such information as Bendrigg reasonably requests to evidence that a Coronavirus Event has occurred.
- c. Upon it being agreed a Coronavirus Event has occurred then:-
 - i. The parties will endeavour to agree an alternative date acceptable to both parties (acting reasonably) within the 12 month period following the date of the original booking.
 - ii. The Deposit paid by you will be retained by Bendrigg as the Deposit towards the revised booking.
 - iii. If a revised date for the booking within the said 12 month period cannot be agreed between the parties then Bendrigg shall repay to you the Deposit paid by you.

2. Force Majeure

Bendrigg shall not be liable for any failure or delay in performing its obligations under this contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.