

Group Welcome Guide



Kingswood
An Inspiring Learning Company

0800 288 9990
kingswood.co.uk

Over 35 years' of
inspiring adventures

Welcome to Kingswood

Thank you for choosing Kingswood for your school trip.

In preparation for your group's visit to Kingswood, we have put this guide together to help plan your visit. Follow our step-by-step guide and you will be well on your way to enjoying your adventure!

Contents

- 3 Step 1: Confirming your booking
- 4 Step 2: Launching to parents
- 5 Step 3: Arranging your travel
- 6 Step 4: Group travel insurance
- 7 Step 5: Your centre will be in touch
- 8 Centre locations
- 9 Safety & security
- 10 Care & wellbeing
- 11 Booking conditions



Step 1

Confirming your booking

Your provisional booking

You have made a provisional booking and your places will be reserved until the date of your first deposit as shown on your deposit schedule.

The payment process

We've made it easy to arrange payment for your trip, with a simple payment timeline that gives you the chance to launch your trip to parents and collect some of the money from them before sending it to us. This timeline will be sent via email at the time of booking.

1. First deposit

Your first deposit will be due as shown on your deposit schedule. Please note that this first deposit is non-refundable. Stage 1 deposits for trips costing less than £50 each are £10 per person (plus VAT*). Bookings costing between £50 and £100 require a first deposit of £20 per person (plus VAT*). Stage 1 deposits for trips costing more than £100 each are £40 per person (plus VAT*).

2. Second deposit

You will be asked to pay this 8 weeks after your first deposit. Stage 2 deposits for trips costing between £50 and £100 each are £45 per person (plus VAT*). Stage 2 deposits for trips costing more than £100 each are £55 per person (plus VAT*).

3. Final payment

The final balance for all trips is due to be paid 10 weeks before you arrive at the centre. Full payment must be received prior to arrival.

Reclaiming your VAT

Unless you are visiting Le Château de Chantereine, all our courses are subject to VAT at the current rate.

Excursion transport

Groups using transport for offsite excursions while at our centres will be invoiced after returning to their original destination. Please contact us for details of prices.

Cancellation charges

Please see our booking conditions on pages 14 - 15 for information.

Payments

Our preferred method of payment is BACS.

Our details are as follows:

NatWest Bank, St James & Piccadilly Branch, London, W1A 2DG.

For all centres except Colomendy please use the following details:

Account number: 79206352

Sort code: 56 00 03

Account name: Kingswood

For Colomendy only please use the following details:

Account number: 20630573

Sort Code: 56 00 03

Account name: Kingswood Colomendy Ltd

If paying by cheque:

For all centres except Colomendy please make cheques payable to:

'Kingswood Learning & Leisure Group Ltd'.

For trips to Colomendy, please make cheques payable to: 'Kingswood Colomendy Ltd'.

Please send cheques for all trips to:

Customer Services Department, Kingswood Learning & Leisure Group Ltd, Kingswood House, Alkmaar Way, Norwich, Norfolk, NR6 6BF. For remittance advice please email customerservices@inspiring-learning.com

* Please note that VAT, insurance and the price of coach travel is included in your stay if you have booked the Château de Chantereine.

Free teacher previews

We are always delighted to show teachers around any of our Kingswood Centres, and this is also a great opportunity to meet the senior staff who are responsible for ensuring that you have a great time with us. You will have the opportunity to see the range of activities available and familiarise yourself generally with life at a Kingswood centre. This may also be a requirement of your Local Authority. Previews are FREE for school party leaders. For full details of dates please see the Teachers' section of our website at kingswood.co.uk Don't worry if you can't make these dates – just get in touch and we'll be happy to arrange a visit at a time that suits you.

Booking a place

To book your chosen dates for a free preview at one of our centres please call our Customer Services Team on **0800 288 9990** or email groups@inspiring-learning.com (Please note that all travel arrangements to and from a Kingswood centre to attend a preview are the responsibility of the person making the booking.)

Step 2

Launching to parents

In our experience it is a good idea to launch your trip as soon as possible to parents. Once you have reserved your places, this is the perfect time to let parents know about the upcoming trip to Kingswood. This gives them plenty of time to prepare, so that every child can benefit from an unforgettable Outside the Classroom learning experience.

Letter to parents

Most teachers find that a simple letter is the best way of introducing a Kingswood residential visit to parents. We have prepared a template for this letter on our website at www.kingswood.co.uk/schools/primary which you can download as a Word document and amend to suit your needs.

Parents' guide to Kingswood

Our Parents' Guide to Kingswood is available to view or download from www.kingswood.co.uk/schools/primary From sample menus to safety information and Q&As to packing lists, it contains everything a parent might want to know before their child's visit to Kingswood. The Parents' Guide is ideal to distribute alongside your launch letter.

Saving cards

Also available to download and print out are our Savings Cards. These cards can help parents or relatives to plan and save for the trip in small, manageable amounts. This can be found included with the Parents' Guide or [via www.kingswood.co.uk/schools/primary](http://www.kingswood.co.uk/schools/primary)

Parents' Evening

A Parents' Evening meeting is an invaluable, even essential, element in the launch of your visit. It enables you to tell parents all about the experience their child will have with Kingswood and to answer any questions they may have about the trip. In our experience, it is best to run the evening within four weeks of booking.

To help aid your delivery of the Parents' Evening meeting, we have provided ready-to-go PowerPoint presentations, packed full of useful material about your centre including site photos, sample timetables, safety guidelines and that all important bed-time information! Alongside the presentations, we also have a number of promotional videos which really help to illustrate what a visit to Kingswood is like.

These are all available for download at www.kingswood.co.uk/schools/primary

If you require additional support for your Parents' Evening, please don't hesitate to call us on **0800 288 9990** or [email groups@inspiring-learning.com](mailto:email_groups@inspiring-learning.com)

Step 3

Arranging your travel

We appreciate that teachers are very busy people, so everything we do is geared towards supporting you in making your school's visit as easy to arrange as possible. This is one of the reasons why so many schools return to us year after year.

Kingswood's sister company, Britannia Coach Services has excellent, long standing relationships with a number of operators local to each of our centres, providing economical prices exclusively to our schools*.

Our recommended coach operators can offer you very competitive prices for safe and quality coach travel. Schools are automatically sent a transport quotation from Britannia Coach Services for every provisional booking made with Kingswood.

Britannia coach services ask all coach operators to follow these travel safety standards:

- Provide a high-quality service to schools, ensuring that the vehicles provided are within safety regulations and fully-equipped with seatbelts.
- Support the Party Leader in the smooth organisation of the trip.
- Ensure that all drivers are completely familiar with the location of our Centres and with suitable refreshment stops en-route.
- Ensure that all drivers are child friendly and suited to work with young people.

What's included in the quotation?

A coach will collect your group from your school and transfer you to the Kingswood Centre of your choice. At the end of your stay the coach will collect you and transfer your party back to your school. (The coach will therefore not be available for off-site visits during your stay, except for the Château.)

* Please note that VAT, insurance and the price of coach travel is included in your stay if you have booked the Château.

Step 4

Group travel insurance (Summary of cover)

It is important to us that your visit to Kingswood is trouble-free and enjoyable. With this in mind we have negotiated a scheme which is specially arranged in partnership with Endsleigh which covers over 100 sports and activities as standard under this policy.

Cover for lost deposits

If a student has to cancel for illness or injury, the policy provides cover for charges made by Kingswood under our booking terms and conditions.

Medical

Cover for pre-existing medical conditions for under 16s. Persons 16 and over with a pre-existing medical condition may have to seek further advice to determine if our policy is suitable.

Personal possessions

Up to £1,000 for under 16s, £1,500 for 16s and over to cover for stolen, permanently lost or destroyed items whilst on your trip.

Money

Cover for up to £150 for under 16s, £250 for 16s and over. Also cover for the party leader carrying student monies up to £1,000.

Prevention of access

Up to £100 for each full day that you are unable to reach your destination because of heavy snowfall or flooding.

Curtailment of the trip

If somebody has to return home unexpectedly early, cover is available under certain circumstances. For more information on the policy terms and conditions please call **0800 288 990** or email **groups@inspiring-learning.com**

* Please note that VAT, insurance and the price of coach travel is included in your stay if you've booked the Château.

Step 5

Your centre will be in touch

Approximately ten weeks prior to your arrival, the Guest Services Team of your chosen Kingswood Centre will email your Party Leader to explain your trip in more detail and to request information about you and your group.

Pre-visit documents

Contained within this email will be a link to your pre-visit documents. These documents contain helpful teacher tips, centre directions, safety information and a what-to-pack list. Also included are a series of forms requesting detailed information about your group and its needs, including any special dietary requirements, course options and activity preferences. These forms can be found at kingswood.co.uk/organisers-parents/organisers

Returning the forms

Please complete the forms no later than 8 weeks before arrival and return them directly to your Centre, by email, fax or post.

Please do not delay, since this information is required for our centre staff to be able to arrange your school programme and dormitory allocation.

Once your information has been received by the centre, the operational staff will send out your school programme and dormitory allocation. We aim to get this information back to you 4 weeks prior to your visit.

Birthday cakes

If one of your party has a birthday while at a Kingswood Centre, we would be happy to arrange a birthday cake with candles which they can share with their school friends. Please note there is a nominal charge for these payable at the centre.

Centre Locations

Colomendy

Denbighshire, Wales, CH7 5LB

Dearne Valley

Doncaster, South Yorkshire, DN12 4EA

Dukeshouse Wood

Hexham, Northumberland, NE46 1TP

Green Park

Aston Clinton, Bucks, HP22 5NE

Grosvenor Hall

Ashford, Kent, TN25 4AJ

Isle of Wight

Bembridge, Isle of Wight, PO35 5PH

Overstrand Hall

Nr. Cromer, Norfolk, NR27 0JJ

Peak Venture

South Yorkshire, S36 7GF

Staffordshire

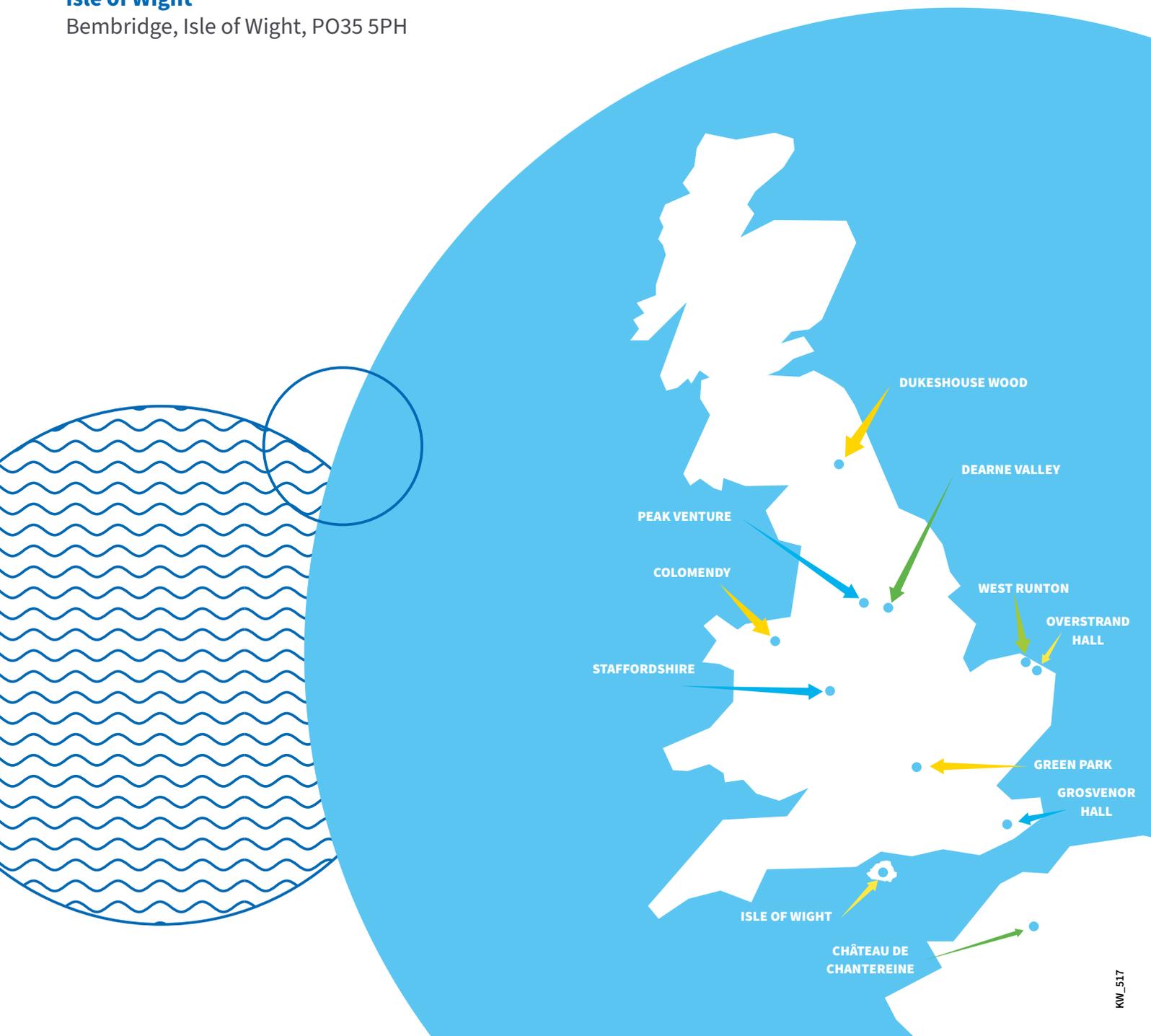
Wolverhampton, WV7 3AW

West Runton

Cromer, Norfolk, NR27 9NF

Château de Chantereine

Criel-sur-Mer, nr Dieppe, Normandy.



Safety & security

Kingswood has an outstanding record for the safety and security of pupils and teachers who have stayed at our centres. Now in our third decade of working with schools, we welcome some 130,000 students each year.

Safety first

Consideration for health and safety runs through everything we do. Everyone, from Centre General Managers to Board Directors, Operations Staff through to the CEO, is involved on a daily basis in making sure all aspects of our centres meet our very exacting standards.

All of our activity and learning programmes are operated in accordance with strict standards that define the minimum requirements for staff qualifications, supervision arrangements, equipment, facilities and appropriate clothing. All instructors are trained in our detailed 'off-site procedures' which cover everything from boarding a coach to systems for remote supervision.

All off-site venues are vetted for their suitability before being used, and all groups visiting an off-site venue take a first aid kit and mobile telephone with them.

Risk assessments

We operate comprehensive risk assessments for all of our operations - including all activities, learning programmes, fire safety and accommodation areas. Dynamic risk assessments are carried out on an on-going basis by instructors leading each activity, to reflect on-going changes to conditions. All of our risk assessments can be viewed at www.kingswood.co.uk/policies

Meeting external standards

- Kingswood is a founder member of the British Activity Providers Association (BAPA), which seeks to safeguard standards and to champion the benefits of activities for young people. Commitment to BAPA's 'Code of Practice' is monitored during inspections by independent BAPAinspectors (thebapa.org.uk).
- All of our centres have been inspected and awarded the LOtC Quality Badge, a national accreditation system to demonstrate excellence in learning-outside-the-classroom experiences. Further details on the scheme can be found at lotcqualitybadge.org.uk.
- All Kingswood Centres have attained the Adventuremark Award, a safety accreditation scheme devised by the Adventurous Activities Industry Advisory Committee that complements the LOtC Quality Badge scheme.

Our Isle of Wight and Peak Venture centres hold licences from the Adventure Activities Licensing Authority for their water sports activities. All activities operated at all other centres do not require licences.

The Kingswood staff team

At Kingswood we understand that it is the quality, professionalism and enthusiasm of our staff teams that make your visit to us so successful. All staff receive a comprehensive induction programme which includes first aid and health and safety training, as well as the practical elements of coaching young people.

Instructors receive activity training from experienced practitioners in their respective fields. Staff are observed in the delivery of sessions on a regular basis to ensure they continue to coach to a high standard. In their first year with us, all of our Activity Instructors are being coached towards an NVQ in Activity Leadership as part of a wider enrolment in our Apprenticeship programme.

Safe in our care

All members of our team, from activity instructors to catering staff, housekeepers to Head Office staff, have had an Enhanced Disclosure background check from the Criminal Records Bureau. Staff receive NSPCC Safeguarding training and all centres have a Designated Safeguarding Children Officer.

All sites have perimeter fencing, security gates and a duty manager and first aider who can be contacted 24 hours a day to offer you complete peace of mind.

Care & wellbeing

We pride ourselves on the high standards of care at our centres. All accommodation is clean and comfortable with separate bathroom facilities provided for males and females.

Medical & dietary details

- We can cater for a range of medical or dietary requirements, as long as we are informed in advance – a form to detail these on is included in the Pre-Visit pack and should be returned prior to your visit.
- We would like to know about any congenital complaint and/or standard child illness e.g. asthma, allergies, epilepsy etc.
- We have close contact with local doctors, dentists or hospitals if required.
- We make every effort to label our food products which contain nuts to aid guests.

Meal times

- Every Kingswood Centre provides three meals every day for guests, and our new breakfast, lunch and dinner menus are all created to boost energy with health in mind, and meet government recommendations on nutrition.
- Menus vary day-to-day according to the season but there is always a choice of hot and cold dishes, vegetarian options and fresh salad bars, with meals served in communal dining areas.
- We're happy to cater for special religious or dietary requirements as long as you tell us about these before you arrive. For groups with specific dietary requirements a supplement may apply.

Special needs, major illness or disabilities

- We must be advised at the time of booking if any child is currently experiencing, or has recently experienced, any major illness, disabilities, behavioural or social problems such as ADHD or Asperger's Syndrome.
- We can support many needs as long as group leaders make us aware at the earliest opportunity.

Accommodation

- Accommodation is in dormitories, which sleep between two and 12 students. Males and females sometimes share corridors, but are always provided with separate bathroom facilities.
- Dormitories are simply furnished with hanging space and under-bed storage facilities, with sheets, duvets and pillows all provided.
- Teacher accommodation is in single or twin rooms nearby to the students, nearly all of which have en-suite facilities.

Booking Conditions

We urge you to read carefully the following conditions which, together with the details on your Provisional Reservation, constitute your contract with Kingswood.

1. DEFINITIONS

Activity

The activity, course, tour or event, details of which are set out in the Booking Confirmation or otherwise agreed in writing by Kingswood (or any substituted event).

Administration Charges

Amendments or alterations to Bookings must be requested in accordance with the procedure outlined at clause 4.1 and will be subject to an administration charge of £20 per amendment.

Arrival Date

The arrival date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

Booking

The reservation made by the Customer and accepted by Kingswood in accordance with these Conditions and as set out in the Booking Confirmation.

Booking Confirmation

Kingswood's written confirmation of Booking.

Booking Price

The price set out in the Booking Confirmation or as otherwise confirmed in writing by Kingswood.

Cancellation Charges

The cancellation charges payable by the Customer calculated as set out in clause 5.7.

Centre

The Kingswood Activity Centre detailed in the Booking Confirmation or any such alternative or substituted centre as may be applicable by reference to these Conditions.

Conditions

The terms and conditions set out in this document and any special terms and conditions agreed in writing between Kingswood and the Customer.

Contract

The contract between Kingswood and the Customer for the Booking.

Customer

The person, firm, company or School whose Booking is accepted by Kingswood in accordance with the Conditions.

Departure Date

The departure date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

Deposits

The non-refundable holding deposits to be paid by the Customer as detailed in the Booking Confirmation or (where no such deposit has been detailed) the deposits calculated as follows:

First Deposit:

- where the Activity costs £100 or more per Party Member - £40 each + VAT
- where the Activity costs less than £100 per Party Member - £20 each + VAT
- where the Activity costs less than £50 or more per Party Member - £10 each + VAT only

Second Deposit:

- where the Activity costs £100 or more per Party Member - £55 each + VAT
- where the Activity costs less than £100 per Party Member - £45 each + VAT

Group Travel Policy

Kingswood Educational Activity Centres Group Travel Insurance specially arranged by Kingswood details of which are available on request.

Kingswood

Kingswood Learning & Leisure Group Limited whose address is at Kingswood House, Alkmaar Way, Norwich, Norfolk, NR6 6BF.

Party Leader(s)

Any person(s) identified by the Customer

responsible for organising attendance of Party Member(s) in respect of the Activity.

Party Member(s)

Those person(s) whose attendance in respect of the Activity are included in the Booking Confirmation or whose attendance is otherwise notified to Kingswood in accordance with these Conditions.

Payment Schedule

The payment schedule provided by Kingswood as part of the Booking Confirmation or (where no such payment schedule has been provided) payment to be made as follows:

- First Deposit – payable immediately on return of Booking Confirmation by the Customer (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 10 weeks prior to the Arrival Date).
- Second Deposit – payable 8 weeks after return of Booking Confirmation & payment of First Deposit. (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 8 weeks prior to the Arrival Date).
- Balance of Booking Price - 8 weeks prior to the Arrival Date (or immediately upon the return of the signed Booking Confirmation where a Booking is made less than 56 days prior to the Arrival Date).

Party Member Price

The price per Party Member for the Booking.

2. CONDITIONS APPLICABLE

- The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.
- No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of Kingswood and the Customer.
- Any representations made by Kingswood's employees or agents concerning the Booking or the Activity shall not be incorporated into the Contract unless confirmed in writing by Kingswood and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- Any quotation given by Kingswood may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 30 days.
- Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Kingswood shall be subject to correction without any liability on the part of Kingswood.
- For the avoidance of doubt the Contract is between the Customer and Kingswood and any claim for non payment of the Booking Price or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Party Member(s) for receipt of deposits and any other payments due in connection with the Booking.

3. ACTIVITY, PRICING AND CENTRE INFORMATION

- Activity photographs are used to give an idea of the adventure programmes at the Centre but may not necessarily have been taken there.
- The details published in various brochures and leaflets are compiled from information which to the best of Kingswood's knowledge is up-to-date and accurate at

the time of going to press (the print date appearing in each brochure or leaflet). In the event that Kingswood becomes aware that any information contained within such materials is or has become inaccurate Kingswood will use reasonable endeavours to bring this to the attention of the Customer.

- Prices are published in good faith based on the current academic year and Kingswood reserves the rights to amend published price bands.
- ## 4. BOOKING PROCEDURES & CONTRACT FORMATION
- Kingswood shall generate a Booking Confirmation in response to a booking enquiry made by the Customer whether by submission of an order form or by other written or oral enquiry received from the Customer. The Booking Confirmation shall be deemed to be an offer made by Kingswood to the Customer to enter into a contract upon the terms thereof which may be withdrawn at any time prior to acceptance and which shall in any event be deemed to expire unless accepted in accordance with clause 4.2 prior to the date stated thereon.
 - The Customer acknowledges that once the Booking Confirmation has been signed by the Party Leader(s) and returned to Kingswood a binding Contract will immediately come into force between the Customer and Kingswood. The Customer warrants that the Party Leader(s) are authorised to sign the Booking Confirmation and acknowledges that it shall be the responsibility of the Customer and the Party Leader(s) to obtain the express authority of each Party Member or their respective parents or guardians for their attendance at the Centre in respect of the Activity and to ensure that each Party Member and their parent or guardian has been made aware of and complies with these Conditions.
 - In the event that Kingswood agrees to accept a provisional booking, such provisional booking will be held at the discretion of Kingswood and Kingswood shall not be liable to the Customer or any Party Member in the event Kingswood is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates.
 - The Customer shall not be entitled to make any alteration to any documentation issued by Kingswood. Any alteration required to any Booking Confirmation provided by Kingswood should be notified to Kingswood as soon as possible and prior to the signing of the Booking Confirmation and in the event Kingswood is able to satisfy the Customer's requirements Kingswood shall send to the Customer a revised Booking Confirmation.
- ## 5. CHANGES AND CANCELLATIONS
- Should the Customer wish to make any alteration to the Booking the requested alteration shall be notified to Kingswood in writing by the Party Leader(s) promptly in which case Kingswood may accept such alteration (subject to any increase in the Booking Price, Administration Charges and changes to the Payment Schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration the Party Leader(s) should telephone Kingswood on 0800 288 9990 to discuss the required alteration. Kingswood will not make any alteration to the Booking unless a written request is received from the Party Leader(s).
 - The Customer acknowledges and agrees

- that the Booking shall only cover those Party Members specified on the Booking Confirmation or otherwise agreed in writing with Kingswood in accordance with the Conditions and that no individual who is not a Party Member will be permitted to engage in any Activity or remain at any Centre.
- 5.3 Kingswood reserves the right to make changes to the Booking which are required to conform with any applicable safety or other statutory requirements or which are not of a material nature.
- 5.4 All itineraries and programmes are subject to alteration due to weather and/or operational factors and Kingswood reserves the right to change the accommodation or other facilities or services included in the Contract for others of reasonably equal suitability without prior notice or liability and without an alteration to the Booking Price.
- 5.5 Material changes may be necessary by reasons for prevailing weather conditions, operational considerations and matters beyond the control of Kingswood (including Force Majeure events). Accordingly, Kingswood reserves the right to make changes which are of a material nature and in such circumstances will inform the Customer as soon as reasonably possible. In such event the Customer shall have the following options:
- to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly or
 - to book a substituted Activity with Kingswood providing a credit for the sums paid by the Customer or
 - to cancel the Booking or such part of the Booking as is affected by a material change with Kingswood refunding in full all sums paid in respect of the Booking or such part of the Booking as is affected by the material change less any insurance premiums (and excluding interest).
- 5.6 Where Kingswood makes changes of a material nature less than 56 days prior to the Arrival Date the Customer shall be entitled to compensation calculated as follows:
Days prior to Arrival date on which material change is notified:
More than 70 days - Nil
70 – 35 days - £3 per Party Member
34 – 15 days - £5 per Party Member
14 – 0 days - £7 per Party Member
but no compensation shall be payable in circumstances where a material change is necessary as a result of factors outside the control of Kingswood or as the result of any act of Force Majeure.
- 5.7 The Customer shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Party Leader(s) Providing Kingswood with written notice and payment of the Cancellation Charges: More than 56 days prior to Arrival Date - First Deposit only
56 – 29 days prior to Arrival Date - 60%*
28 – 15 days prior to Arrival Date - 75%*
14 – 1 days prior to Arrival Date - 90%*
On or after Arrival Date 100%*
*Percentage of the Booking Price or the relevant Party Member Price as appropriate
- 5.8 Without prejudice to any other right or remedy available to it Kingswood shall be entitled to cancel the Contract and refuse entry to the Centre without any liability in the event the Booking Price is not paid in accordance with the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Kingswood.
- 5.9 Without prejudice to any other right or remedy available to it, Kingswood shall be entitled to cancel the Contract or such part of the Contract as may be determined by Kingswood without liability on receipt of any notice received from the Customer or Party Leader(s) by reference to clause 7.4 in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Kingswood.
- 5.10 The Customer may be able to reclaim the Cancellation Charges (in full or in part) under the terms of the Group Travel Policy if selected by the Customer (terms and conditions apply – see leaflet for details).
- ## 6. BOOKING PRICE AND PAYMENT SCHEDULE
- 6.1 Subject to any special terms agreed in writing between Kingswood and the Customer the Customer shall make payment for the Deposits and the Booking Price as set out in the Payment Schedule. Kingswood shall not send payment reminders and the Customer must ensure that payments are made by the relevant due dates.
- 6.2 Unless otherwise provided in these Conditions or agreed in writing by Kingswood any First Deposits (see Deposits above) are non-refundable.
- 6.3 If at any time before the Arrival Date Kingswood deems it necessary to increase the Booking Price to give effect to any increase in cost to Kingswood in providing the Activity or services (including any increase in the rate of VAT applicable written notice of any such increase shall be given to the Customer increasing the Booking Price and in the event such increase:
- does not exceed 5% of the Booking Price: the Customer shall not have the right to cancel the Contract
 - exceeds 5% of the Booking Price: the Customer shall have the right to cancel the Contract within 14 days of receipt of such notice and Kingswood shall refund in full all sums paid in respect of the Booking (excluding interest).
- 6.4 Notwithstanding the provisions of clause 6.3 above any increase in the cost to Kingswood necessitating an increase in the Booking Price which is a result of any change which is requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to Kingswood adequate information or instructions shall not entitle the Customer to cancel the Contract on receipt of a written notice of such increase in the Booking Price other than as provided in clause 5.7.
- 6.5 If the Customer fails to make payment in accordance with the Payment Schedule then without prejudice to any other right or remedy available to it Kingswood shall be entitled to charge the Customer interest at the rate of 3% per annum above National Westminster Bank PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- ## 7. CUSTOMER'S OBLIGATIONS
- 7.1 Participation in activities requires Party Member(s) to be in good health and have a reasonable basic level of fitness.
- 7.2 The Party Leader(s) accept responsibility for the general conduct of the Party Member(s) throughout the stay and the Customer and the Party Leader(s) shall ensure that:
- group leader and/or other adults accompanying the party agree to act 'in loco parentis' at all times. Kingswood staff provide activity instruction only to groups during sessions.
 - take all reasonable steps to minimise disturbance to other guests and prevent damage to the property.
 - no party member under 18 years of age consumes alcoholic drinks.
 - all local laws relating to the consumption of alcohol are at all times obeyed by the Party Member(s).
- (e) ensure that no Party Member smokes in any part of the Centre other than in those areas marked as designated smoking areas.
- (f) suitable arrangements are made for the exclusion of any Party Member who fails to comply with the provisions of this clause or the reasonable instructions of Kingswood.
- (g) Kingswood is reimbursed in full on or before the Departure Date in respect of all loss or damage caused or contributed to by any Party Member.
- (h) all appropriate measures are taken for the protection and security of any valuable baggage or other personal possessions responsibility for which shall remain with the Customer and the Party Member(s).
- 7.3 The operation of the Centre is subject to statutory controls including those relating to fire licensing entertainment safety of equipment and the Customer and the Party Leader(s) shall ensure that all Party Member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.
- 7.4 The Customer and the Party Leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by Kingswood to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastro enteritis. In particular (and without limitation) the Customer and/or the Party Leader(s) are required to advise Kingswood if any Party Member has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 4 weeks prior to the Arrival Date. In the event that cancellation of the booking of the relevant Party Member is necessary the appropriate Cancellation Charges will apply but these may be reclaimable if covered under the terms of the Group Travel Policy or any other insurance policy taken out by the Customer or the Party Member(s).
- 7.5 The Customer must advise Kingswood at the time of making any Booking or as soon as the Customer becomes aware of any special needs or care requirements required for any Party Member(s) and the Customer acknowledges that Kingswood does not provide routine or special assistance to Party Member(s) in respect of any such special needs or care requirements.
- 7.6 Kingswood reserves the right to decline any Booking or exclude any Party Member at any time prior to or during the Activity if in Kingswood's opinion the inclusion of that Party Member is not compatible with the general enjoyment and well being of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the Customer.
- ## 8. COMPLAINTS
- In the event that the Customer is not satisfied with the Activity or services provided by Kingswood the Customer or Party Leader(s) must notify the Kingswood Centre Manager during the stay of any claim the Customer intends to pursue thereby affording Kingswood the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should write to Kingswood immediately and Kingswood will endeavour to find a satisfactory solution up to a limit of £3,000 per Booking (representing the maximum liability of Kingswood unless otherwise provided under these Conditions). Kingswood shall not accept liability for any complaint which is not notified to Kingswood in writing within 28 days of the Departure Date.

9. LIABILITY

- 9.1 Any liability of Kingswood hereunder (except in respect of death or personal injury caused by Kingswood's negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in performing or any failure to perform any of Kingswood's obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Price.
- 9.2 In all cases except where personal injury, illness, or death results Kingswood's liability is limited to twice the Party Member Price (excluding insurance premiums and amendment charges) of the Party member affected in total.
- 9.3 Except in respect of death or personal injury caused by Kingswood's negligence or that of Kingswood's employees or agents Kingswood shall not be liable to the Customer or any Party Member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by Kingswood's negligence or that of Kingswood's employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.
- 9.4 Subject as expressly provided in these Conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by Law.
- 9.5 The Customer shall indemnify and keep indemnified Kingswood from and against any and all direct and indirect loss, damage, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to Kingswood its employees, guests, visitors, or agents unless Kingswood is liable for the same under these Conditions.

10. INSURANCE

Insurance cover is not included in the Booking Price and may be available for the Customer and/or the Party Member(s) under the terms of the Group Travel Policy (subject to payment of relevant premiums).

11. FORCE MAJEURE

Kingswood shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Kingswood's reasonable control including strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this Agreement.

12. SPECIAL REQUESTS

All special requests should be made at the earliest opportunity in writing. Kingswood will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

13. PHOTOGRAPHY AND MARKETING

- 13.1 At certain times Kingswood retains professional photographers to take pictures at Centres for use in promotional material. If any members of your group do NOT want to appear in any such photography the Party Leader(s) should notify us prior to their visit and advise the Customer Service Manager at the Centre upon arrival.
- 13.2 Kingswood uses elements of customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please could you inform us on any written material that you submit to us.

14. DATA PROTECTION

Kingswood has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to Party Members will only be used by Kingswood in order to fulfil our obligations under the Contract including in the administration of your Booking and in the arrangement and provision of the Activity and in complying with our obligations in relation to health and safety and other regulatory obligations as well as for informing you about Kingswood's products and services. All personal data is processed in accordance with data protection legislation.

15. GENERAL

- 15.1 We allow 1 free adult space for every 10 paying young person places. If an adult is attending as a one-to-one carer for a specific participant, we will allow that adult free at our discretion depending on bed availability.
- 15.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.
- 15.3 Kingswood may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees agents or sub-contractors.
- 15.4 No waiver by Kingswood of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.
- 15.5 No failure by Kingswood to exercise any power given to it or to insist upon strict compliance by Kingswood with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Kingswood's rights under the Contract.
- 15.6 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 15.7 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 15.8 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed.
- 15.9 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

May 2012