

1. GENERAL

1.1 Glossary

Making a "Booking" means a booking for a training course with "The Bosk" and includes: activities, courses, refreshments and any other service or product purchased; "Contract" means the agreement between us and you to fulfil a Booking or purchase a service or product; "Customer" means any customer who makes or is making a Booking with "The Bosk" or purchases a service or product from "The Bosk" and references to 'you' and 'your' shall have the same meaning; "Group" means an organised, official group formed with a constitution and/or memorandum and articles and as explained in further detail in clause 5; "No-Show" means a guest who does not arrive and gives no notice or indication of such intent; "Writing" means letter or email; "The Bosk" means the The Bosk Rural Learning Hub. "The Centre " means the Rural Learning Hub offgrid Bosk Location in Burnaston; 1.2 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings. 1.3 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a Booking or purchasing a service or product or as soon as is reasonably possible thereafter. 1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

2. MAKING A BOOKING

2.1 All Bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the booking has been successful. The Contract between us will only be formed when we send you this confirmation. The Contract will only relate to the order or part of the order which has been confirmed as successful. All Bookings are subject to availability and "The Bosk" reserves the right to decline any booking at its discretion. Upon receipt of this confirmation it is the responsibility of the customer to check all details confirmed are correct in terms of the customer's requirements. If a customer considers there is an error, this must be brought to the attention of The Bosk within 14 days of receipt of the confirmation otherwise the contract will be considered to stand as per the terms outlined in this confirmation.

2.2 Bookings can only be discussed and amended by the customer who has made the booking and whose details are held on record by The Bosk

2.3 Bookings to attend The Bosk may be confirmed by telephoning The Centre directly on 07729985174 or emailing matt@thebosk.co.uk

2.4 By making a Booking or purchasing a service or product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases made by telephone, web or other forms of electronic communication are made subject to these terms and conditions and the person placing the Booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a Booking for and confirms that all such persons are aware of and accept these conditions.

2.5 Medical Information – It is the group leaders/individual's responsibility to notify The Bosk staff of any relevant medical information that would impact on the participant's/guest's ability to use the facilities at the centre or to take part in activities within the grounds. The Bosk will send out a Pre Course Questionnaire prior to the event to prompt this discussion but should not be relied upon to confirm knowledge/receipt of any pertinent medical information.

2.6. Smoking and Alcohol is strictly prohibited within the premises.

3. PAYMENT

3.1 Payments shall be made in such format as we may agree with you when you place an order.

3.2 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

Individual Bookings

3.3 For Bookings made at The Centre or over the telephone, by email or via our online booking system full payment or deposit where stated is required at the point of Booking;

Group Bookings

3.4 A provisional booking can be held for up to a maximum of 14 days without payment.

To confirm, an initial booking a Deposit of 10% of the total booking value is required within 4 weeks of making the Booking.

Failure to make payment within the scheduled payment plan will result in the Booking being cancelled by The Bosk. The Group Leader will have to re-book a provisional booking, subject to availability and prices may have changed.

Your first payment will confirm acceptance of the group booking terms and conditions stated in this document.

The Full Balance is due 4 weeks before arrival on receipt of balance invoice.

3.5 If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your Booking and/or we may suspend the supply and/or deliveries of any other services being provided to you by The Bosk.

3.6 Deposits payable under clause 3.4 are non-refundable except in the circumstances set out in clause 4.1

3.7 Groups are defined as being an organised official group having a constitution or memorandum and articles and comprising of over 12 people. When booking with Rural Pride, such Groups are subject to the group terms and conditions.

3.8 Group bookings will have a nominated group leader, who is responsible for making and overseeing the booking, including financial and legal responsibility.

3.9 Group leaders accompanying the Group are responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.

IF YOU CANCEL YOUR BOOKING – OUR REFUND POLICY

4.0 All Booking cancellations are subject to our refund policy, contained within this clause. All refunds are calculated according to the time between notification of the cancellation being received by The Bosk and the time of the event. For **individual bookings** cancellation at any time or a no show there will be no refund however The Bosk will engage directly with the customer on an individual basis and will be sympathetic to unforeseen personal circumstances. Refunds or alternative bookings under such circumstances will be negotiated.

4.1 **Group Bookings** -please call The Centre on 07729 985174 or email Matt@thebosk.co.uk to notify us of any cancellations. Our cancellation charges depend on the notice period given and are shown below:

4 weeks or more before event full refund. (deposit is non-refundable)

2 – 4 weeks before event 50% refund

Less than 2 weeks no refund

5. YOUR RESPONSIBILITY AND BEHAVIOUR

5.1 Whether a Group booking, or a booking made by or on behalf of individuals, if the behaviour of yourself or any member of a party is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay completely. If any member of The Bosk staff considers that the behaviour of any member of your party is unacceptable, they are authorised to end the stay and you will be asked to leave The Bosk. Should this situation arise our responsibility for your booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds. You are responsible for the cost of any damage caused by yourself or your party during your stay, these charges will be levied by and should be paid to The Bosk. Such behaviour or damage may lead to civil or criminal proceedings where appropriate.

5.2 We pride ourselves on creating friendly and welcoming and above all safe places for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

5.3 Party Leader responsibilities - As a group leader making a group booking you are also accepting responsibility for the behaviour of all participants. There should always be at least one responsible adult on duty, this is in order to ensure all participants behave according to The Bosk policy.

Theft and or damage to belongings

5.4 All liability in respect of any damage to or theft or loss of property, goods or articles brought onto or left on the Premises, either by the group leader, guests, contractors, agents or any other person shall rest with the individual. The Bosk will not accept liability for loss, damage or theft of property, goods or other personal belongings unless proven to be a direct result of The Bosk staff negligence or breach of Centre policy or procedures.

5.5 Noise policy and behaviour: The Bosk reserves the right to eject guests who are deemed as causing unnecessary disturbance, noise or behaviour which affects the peaceful enjoyment of the overnight facility by other guests.

5.6 No pets allowed.

Your Conduct

6.1 Although The Bosk is not located in or close to residential areas, please show consideration for our neighbours. If you or a member of your party fails to comply with this requirement, your booking may be terminated, and you will be asked to leave the Centre. If you enter the Centre after this time you will be trespassing. No whole or partial refunds will be made if your party is asked to leave under these circumstances.

Change of Booking

7.1 In the unlikely event it becomes necessary to change your Booking, in total or in part, The Bosk will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of: accepting the changed arrangements; or purchasing another Booking from The Bosk, subject to availability (and paying or receiving a refund in respect of any differences); or cancelling your Booking and receiving a full refund of all payments made.

Delay or Failure to Perform

8.1 We will not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, staff sickness, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

8.2 During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

WRITTEN COMMUNICATION

9.1 When using our website or contacting us through Email or other 3rd party websites you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website and or social media pages. By using this means of communication you agree and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

GOVERNING LAW AND JURISDICTION

10.1 The contract is subject to English law and the exclusive jurisdiction of the English Courts.

SEVERABILITY

11.1 If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

Changing these Terms and Conditions

12.1 We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking or purchase has been successful.

YOUR INFORMATION

13.1 We will only store and use the information you supply to us for the purposes of carrying out our Contract with you and to collect valuable feedback about how satisfied you were with the services provided. If you do not wish to receive requests for your feedback, please let us know by: emailing us at matt@thebosk.co.uk or telephoning us on 07729985174; or writing to us at the address noted above. If you or your group are evicted from the Centre (e.g. on the grounds of unacceptable behaviour), your personal details will be stored to ensure that you are not permitted to stay in the future.