



LEEDS BECKETT UNIVERSITY

CARNEGIE
GREAT OUTDOORS

Booking Terms and Conditions

All clients must agree to abide by the terms and conditions outlined below. Please take the time to read them as they are the basis for the contract between us (the “**Contract**”). The party making the Booking will hereinafter be referred to as the “**Client**”.

1. BASIS OF CONTRACT

- 1.1. These Conditions apply to the Booking by the Client of the Programme. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2. When the Client makes a Booking to participate in one of Carnegie Great Outdoors’ programmes (a “**Programme**”), it does so on behalf of the organisation and each of the participants in a group (each a “**Group Member**” together the “**Group Members**”).
- 1.3. Within a reasonable amount of time following the Client’s initial enquiry, Carnegie Great Outdoors shall provide the Client with a quote for participation in the Programme. The quote does not constitute an offer and may be withdrawn at any time without notice. This is known as a “**provisional booking**”.
- 1.4. Carnegie Great Outdoors will hold the provisional booking for 2 weeks (or such other timescale set out in the quote, or for a maximum of 24 hours if such time is not available before the Programme Start Date). After this time, Carnegie Great Outdoors may, at its discretion, release the provisional booking without notice, the Contract will not come into existence and the Booking will not be secured.
- 1.5. Upon the Client notifying Carnegie Great Outdoors that it would like to confirm a provisional booking, the Client must return a signed Booking Confirmation, together with the Deposit, to secure the Booking. Once Carnegie Great Outdoors has received the signed Booking Confirmation and a Carnegie Great Outdoors representative has confirmed this to the Client, the Contract will come into existence between the parties.
- 1.6. The Client must ensure that the terms of the Booking Confirmation submitted by it are complete and accurate and that the Booking Confirmation is accompanied by all relevant information required by Carnegie Great Outdoors to provide the Programme. It is the Client’s responsibility to ensure that the Booking made by it satisfies the Client’s requirements and Carnegie Great Outdoors has no liability in this respect or for any Programmes supplied as a result of incorrect information supplied by the Client.

2. RESPONSIBILITY FOR CARE

- 2.1. The Client’s group leader must accept ultimate responsibility for the welfare of the Group Members throughout the Programme and are expected to take an active role in the supervision and support of Group Members. This will be under the overall direction and supervision of Carnegie Great Outdoors instructors whilst the Programme is running.
- 2.2. Carnegie Great Outdoors instructors are responsible for safety whilst the Programme is running. However, if the group leaders are concerned about safety of any Group Member, they are authorised to withdraw the Group Member(s) from the activities, but should first address their concerns to the instructor. In this event, the circumstances must be reported to Carnegie Great Outdoors’ on 0113 812 8627 or at carnegiegreatoutdoors@leedsbeckett.ac.uk.
- 2.3. If:
 - 2.3.1. a Group Member’s irresponsible behaviour compromises safety (or causes undue distress) of any other Group Member of the Programme, or the satisfactory progress of the Programme;
 - 2.3.2. Carnegie Great Outdoors is informed through the medical consent form, or at any point prior to the Programme Start Date in accordance with clause 8 that a Group Member’s attendance is likely to compromise safety (or cause undue distress) of any other Group Member of the Programme, or the satisfactory progress of the Programme; or
 - 2.3.3. at any time, Carnegie Great Outdoors reasonably believes a Group Member’s attendance on the Programme is likely to compromise safety (or cause undue distress) of any other Group Member of the Programme, or the satisfactory progress of the Programme,

Carnegie Great Outdoors may remove one or more Group Members from the Programme and leave them under the care and supervision of group leaders, or cancel the Booking (as appropriate).

- 2.4. Where Carnegie Great Outdoors cancels the Booking pursuant to clause 2.3, no compensation shall be payable by Carnegie Great Outdoors to the Client or any Group Member and the Client will be liable to pay the cancellation charges set out in clause 4. Where this is the case, the cancellation fee for a cancellation which takes place less than 90 days’ prior to the Programme Start Date will apply.
- 2.5. Group leaders may have technical expertise in some activities. In this case they must have specific requests or permissions from the instructor to help with technical safeguards, and this must be cleared through the Carnegie Great Outdoors office. Group leaders must notify Carnegie Great Outdoors of qualifications held by them, and provide Carnegie Great Outdoors with copies of all relevant qualification certificates at least 2 weeks’ prior to the Programme Start Date. If group leaders do



not provide this information, they will not be able to become involved with the Programme. Leaders must work under the instructor's direction and supervision.

3. PAYMENT

- 3.1. The Client must pay a Deposit to secure the Booking. The Deposit is non-refundable. Carnegie Great Outdoors shall invoice the Client for the Deposit once the Booking Confirmation has been signed and submitted to Carnegie Great Outdoors. The Client shall pay the Deposit to Carnegie Great Outdoors within 28 days of the date of the invoice (or earlier if the Programme Start Date is prior to 28 days from the date of the invoice) (the "**Deposit Due Date**").
- 3.2. If the Client fails to pay the Deposit by the Deposit Due Date, Carnegie Great Outdoors may cancel the Contract by notice in writing to the Client.
- 3.3. The package price is shown in the brochure (the "**Charges**"). The Charges exclude VAT unless this has been itemised. Carnegie Great Outdoors shall issue an invoice for the Charges once the Programme has been delivered.
- 3.4. If, in the course of delivery of the Programme, additional services or Programmes have been requested by the Client, the additional cost will be added to the Charges and shall be payable by the Client in accordance with this clause 3.
- 3.5. The Client shall pay each invoice submitted by Carnegie Great Outdoors within 30 days of the date of the invoice in pounds sterling and in full and in cleared funds using one of the following methods:
 - 3.5.1. by debit or credit card for organisations external to Leeds Beckett University; or
 - 3.5.2. by journal transfer for Leeds Beckett University departments. A financial recharge code will be required before the booking is confirmed and may be journalled before services are delivered.

4. CANCELLATION BY CLIENT

- 4.1. Subject to clause 4.2, the Client may cancel the Booking by notice in writing to Carnegie Great Outdoors. This must be by email to carnegiegreatoutdoors@leedsbeckett.ac.uk and will only be deemed accepted by Carnegie Great Outdoors once Carnegie Great Outdoors issues an email of acknowledgement to the Client. The date of cancellation will be the date of Carnegie Great Outdoors' email acknowledgement, except where an automatic out of office email response is sent to the Client during periods where Carnegie Great Outdoors is closed for business, in which case the date of cancellation will be the date Carnegie Great Outdoors sends a follow up email to the Client.
- 4.2. If a Booking is cancelled, Carnegie Great Outdoors may charge a cancellation fee. The cancellation fee will be as follows:

Cancellation Date	Cancellation Fee
More than 90 days prior to the Programme Start Date	50% of the total booking value
Less than 90 days prior to the Programme Start Date	100% of the total booking value

5. CANCELLATION BY CARNEGIE GREAT OUTDOORS

- 5.1. Whilst cancellations by Carnegie Great Outdoors are very rare, they are not completely avoidable. Subject to clause 5.2, if Carnegie Great Outdoors needs to cancel any Booking, it will endeavour to offer an alternative date to the Client, or find an alternative Programme, but will have no liability to the Client in this regard.
- 5.2. Notwithstanding clause 5.1, cancellation due to a Force Majeure Event is unforeseeable and full payment is still required from the Client. It is the responsibility of the Client to take out appropriate insurance for the event and Carnegie Great Outdoors will have no liability in respect of the same. Where the Programme Start Date is deferred for more than 6 months as a result of a Force Majeure Event, Carnegie Great Outdoors may, by giving notice to the Client at any time, increase the Charges to reflect any costs incurred by Carnegie Great Outdoors.

6. MODIFICATIONS TO PROGRAMME

- 6.1. Carnegie Great Outdoors may modify or change the Programme as they consider appropriate e.g. due to bad weather, participants arriving with inadequate clothing, participants not having the required physical fitness and/or ability.
- 6.2. Changes will normally be made after conferring with the Client's group leader.
- 6.3. Bad weather alternatives may be discussed at the booking stage or offered on the day. If alternatives are offered and not accepted, then the Client will still be liable to pay Carnegie Great Outdoors for the Charges. Some bad weather alternative options may require additional payments not included in the package price quoted, if the Client agrees to these options the additional costs will be added to the Charges and shall be payable by the Client in accordance with clause 3.
- 6.4. The Client may, with Carnegie Great Outdoors' prior consent, amend the Booking to reduce the number of Group Members. Where the Booking Confirmation includes minimum numbers, the Client will still be liable to pay for the minimum numbers at the price set out in the Booking Confirmation.



7. INSURANCE

- 7.1. Carnegie Great Outdoors programmes fall within Leeds Beckett University's Public Liability, Employer's Liability and Motor Vehicle Insurance arrangements.
- 7.2. This does not cover the Clients' or any Group Member's personal belongings or personal injury. It is the Client's responsibility to ensure that adequate insurance cover is in place to cover all Group Members needs.

8. CONSENT – MEDICAL INFORMATION

- 8.1. Group Members must expect that courses may involve adventurous and sometimes strenuous activities. No previous training or experience is required but Group Members must be of good general health. Those attending should be willing to become involved in all aspects of the Programme.
- 8.2. Carnegie Great Outdoors will request a medical consent form from all Group Members prior to the start of the Programme. If a participant is under the age of 18, a parent or guardian must sign this form. All prior injuries or serious illnesses must be declared, and any illness or injury suffered between the completion of the medical declaration form and the start of the Programme must be highlighted to Carnegie Great Outdoors in writing.
- 8.3. If the medical consent form is not completed and returned, Carnegie Great Outdoors may decline or cancel a Group Member Booking without having to pay any cancellation charges and the Client will be liable to pay the cancellation charges set out in clause 4.
- 8.4. If any new medical problems or disabilities are suffered or arise between the date of this Contract and the Programme Start Date, the Client must notify Carnegie Great Outdoors immediately. It is also the Client's responsibility to make sure Carnegie Great Outdoors' staff are made fully aware of any injuries any Group Member sustains, or any deteriorating health of the Group Members during the Programme. Carnegie Great Outdoors may decline or cancel a Group Member's place if it considers it reasonable to do so and the Client will be liable to pay the cancellation charges set out in clause 4. Where this is the case, the cancellation fee for a cancellation which takes place less than 90 days' prior to the Programme Start Date will apply.

9. LIMITATION OF LIABILITY

- 9.1. Nothing in these Conditions shall limit or exclude Carnegie Great Outdoors' liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter which cannot be limited or excluded by law.
- 9.2. Subject to clause 9.1, Carnegie Great Outdoors shall under no circumstances be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - 9.2.1. any loss of profit, loss of contract, or any indirect or consequential loss arising under or in connection with the booking;
 - 9.2.2. damage or theft of any property of the Client of any of the group or that of the Client's, contractors or any other guests or invitees to the Programme; or
 - 9.2.3. any sum which can be recovered through the Client's insurance cover pursuant to clause 7.
- 9.3. Subject to clause 9.1 and clause 9.2, Carnegie Great Outdoors' total liability to the Client in respect of all other losses arising under or in connection with the booking, whether in tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the price paid or payable by the Client to Carnegie Great Outdoors for the Programme.
- 9.4. Where the Client is a consumer, these Conditions will not affect its rights under law which cannot otherwise be excluded. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

10. DATA PROTECTION

- 10.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of any applicable data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation (2016) ("GDPR") and all other regulatory requirements from time to time in force relating to the use of personal data and the privacy of electronic communications.
- 10.2. The organisation responsible for looking after the Client's and Group Members' personal data (known as a Controller of the data in accordance with the GDPR) is Leeds Beckett University ("LBU"). LBU will collect the following categories of personal data: personal details, visual images, video, age, ethnicity, gender, disability and medical information relating to Group Members and the Client obtained from booking forms and medical consent forms. LBU will process the personal data in accordance with its privacy policy, a copy of which is available [HERE](#). Further information on how the information obtained from the medical consent form can be found on the reverse of the form.



11. GENERAL

11.1. **Complaints.** The Client should contact Carnegie Great Outdoors by telephone on 0113 812 8627 or in writing at carnegiegreatoutdoors@leedsbeckett.ac.uk if it has any complaints about the Programme or Booking.

11.2. Force Majeure.

11.2.1. Neither party shall be liable for any delay in performing or for failure to perform its obligations under this Contract if the delay or failure results from a Force Majeure Event.

11.2.2. As soon as reasonably practicable after the start of the Force Majeure Event the affected party shall:

11.2.2.1. 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 Contract; and

11.2.2.2. use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

11.2.3. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as necessary by the Force Majeure Event.

11.3. **Notices.** Notices shall be deemed to have been duly received: (a) if delivered by email, at the time of transmission; (b) if delivered personally, when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing; (c) if sent by pre-paid first class post or recorded delivery, at 9:00am on the second day (excluding weekends and public holidays) after posting; or (d) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.4. **Anti-Bribery and Modern Slavery.** Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010 or the Modern Slavery Act 2015.

11.5. **Assignment and Sub-Contracting.** The Client may not sub-contract assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without Carnegie Great Outdoors' prior written consent.

11.6. **Entire Agreement.** The Contract contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party acknowledges and agrees that it has not been induced to enter into the Contract by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in the Contract are (to the fullest extent permitted by law) excluded from the Contract.

11.7. **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to the Contract shall have any right to enjoy the benefit or enforce any of the terms of the Contract.

11.8. **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under the Contract or by law.

11.9. **Severability.** If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from the Contract in so far as the Contract relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of the Contract shall not be affected or impaired.

11.10 **Governing Law and Jurisdiction.** The Contract shall be governed by English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts.

For more information on any of this information, your rights or if you have a query please contact Carnegie Great Outdoors at carnegiegreatoutdoors@leedsbeckett.ac.uk or 0113 812 8627.

12. DEFINITIONS AND INTERPERTATION

12.1. The following words have the corresponding meanings in these terms and conditions:

Booking: the booking by the Client for participation in the Programme as set out in the Booking Confirmation;



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Booking Confirmation: the document setting out details of the Booking, including details of the Client, Programme details and cost;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Carnegie Great Outdoors: Leeds Beckett University, The Rose Bowl, City Campus, Leeds, LS1 3HB;

Charges: has the meaning given to it in clause 3.1;

Client: the organisation making the Booking as set out in the Booking Confirmation;

Conditions: these terms and conditions as amended from time to time together with any special terms agreed in writing;

Contract: the agreement between Carnegie Great Outdoors and the Client, incorporating the Booking Confirmation and these Conditions;

Deposit: the deposit to secure the Booking, calculated as a percentage of the Charges, as set out in the Booking Confirmation;

Deposit Due Date: has the meaning given to it in clause 3.1;

Force Majeure Event: means any cause or circumstance beyond a party's reasonable control, including any breach or non-performance of this Contract by the other party, provided that the same arises without the fault or negligence of such party including, for the avoidance of doubt, a national emergency declared by a government, the outbreak of a disease, a pandemic or epidemic;

Group Member(s): has the meaning given to it in clause 1.2;

Programme: has the meaning given to it in clause 1.2; and

Programme Start Date: the start date of the Programme.

12.2. Any words following the terms "including", "include", "in particular", "for example" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.