

GOODWOOD EDUCATION TRUST BOOKING AGREEMENT TERMS AND CONDITIONS

These terms and conditions apply to all educational visits, forest school activities, the hire of locations and/or facilities, residential stays and other experiences and activities managed and operated by the West Sussex Countryside Studies Trust, charity number 119212, address Home Farm, Chichester, West Sussex PO18 0QF, trading as the Goodwood Education Trust. These terms and conditions apply to the exclusion of any other terms or conditions.

In these terms and conditions, the following words have the following defined meanings:

“Activity” means the hospitality, activity or function specified in the Agreement;

“Activity Period” means the date(s) and time(s) of the Activity;

“Additional Items” means food, beverages, incidentals or other goods or services not provided for in the Agreement but which are made available upon Your request;

“Booking” means the booking made under the Agreement between You and GET;

“Booking Agreement” means the written agreement made between GET and You comprising the booking form and these terms and conditions;

“Damage” means all damage to the Property, including, but not limited to, damage to any trees, buildings, fixtures, fittings, sculptures or designs at the Property;

“Deposit” (if applied to the Booking) means a deposit payment;

“Force Majeure reason” means a result of causes beyond a party’s reasonable control including (but not limited to) fire, floods, adverse weather, communicable disease (including COVID 19), death of the Monarch, civil unrest, terrorism, strikes, delays in transportation, failure in utilities or services or inability to obtain any necessary information or consent from any authority;

“GET” “We” or “Us” or “Our” means the West Sussex Countryside Studies Trust, Charity number 119212, trading as Goodwood Education Trust;

“Goodwood Estate” means the property in West Sussex owned by the Goodwood Estate Company Limited and the Goodwood Road Racing Company Limited;

“Fees” means the fee charged for the Activity;

“Hirer”, “You” or “Your” means the person, firm or company contracting with GET;

“Property” means any property or site on the Goodwood Estate;

1. Bookings

1.1 All bookings are provisional and non-binding until the completed Booking Agreement has been returned by You.

1.2 If the Booking Agreement specifies a contracted number, the total charge for the Booking will be calculated according to the contracted number in the booking form. GET will not accept any increases to the contracted number. In the event that the number of children attending the Activity is less than the contracted number on the booking form You shall not be entitled to a refund.

1.3 If You make a group booking for any child who is not Your own child You will be the point of contact for that child and GET cannot take responsibility for providing information or communicating with other adults.

1.4 GET is an outdoor-learning and education charity and Activities are based on the interests and abilities of participating children, as far as is possible. Many Activities are also dictated by the weather, the site and the resources available in the specific location. Any list of activities, whether on advertising or on the website, is indicative only and does not constitute a

guarantee that any of the listed activities will take place during a particular Booking.

1.5 By making a Booking you confirm that the child is physically and intellectually competent to attend the Activity, in particular that they (a) can understand and follow moderately complex verbal instructions in English; and; (b) can carry their own possessions, without help, on a gentle walk of up to 1.5 miles; and; (c) are comfortable socialising with children they may not have met before. If any child attending an Activity has physical or special educational needs or behavioural issues that mean they may not be competent to attend, You should discuss their needs before making a Booking. GET will always try to accommodate such children. However, acceptance of the Booking is entirely at the discretion of GET, taking into account factors such as health and safety, enjoyment of the Activity for each child attending and any limitations in support that GET can offer. GET may, at its discretion, require one to one supervision from a suitable adult arranged by You, subject to appropriate DBS clearance. Unfortunately, in this case Bookings made without prior arrangement and agreement with GET may be cancelled at short notice with no entitlement to a refund.

1.6 GET reserves the right to refuse any Booking at its sole discretion.

1.7 Teachers/adults attending to comply with the statutory recommended ratios according to age-group and additional needs of pupils may attend Activities organised by GET free of charge, except where otherwise advised.

2. Payment

2.1 All prices quoted are exclusive of VAT.

2.2 Payment of the Booking cost shall be made according to the terms set out in the booking form.

2.3 Payment is due without set off or deduction.

2.4 In some Bookings, full prepayment is required prior to the Activity. In such cases, payment may be split between a non-refundable Deposit which is due at the time of booking and a balance which will become due at a date prior to the Activity date, which date will be specified in the Booking Agreement.

2.5 In relation to residential stays, a non-refundable deposit of £500 is required and payable at the time of booking. Twenty five percent (25%) of the total charge is due and payable no later than one month prior to the date of the Activity and the balance shall be due no later than 30 (thirty) days from the date of invoice following the Activity.

2.6 You must pay any Deposit and any advance payment(s) as specified in the Booking Agreement. Failure to pay these sums by the due date will result in the cancellation of the Booking.

2.7 No allowance or refund can be made for any booked items set out in the Booking form which are not actually taken up.

2.8 Payment must be made in GBP Sterling. Cleared funds must be provided by the Activity date.

2.9 You shall be responsible for and shall pay for any Additional Items which shall be payable immediately when they are incurred. Any Additional Items which remain unpaid after the Activity shall be invoiced by GET and shall be paid within seven days of the date of invoice.

3. Cancellation by You

3.1 If You wish to cancel the Booking, this must be advised to GET verbally first by telephone on 01243 755157 and then followed by written notice of cancellation by email to get@goodwood.com.

3.2 Upon cancellation of a Booking, GET will charge the following cancellation fee, which shall be a percentage of the total charge and calculated according to the number of clear days (excluding the date of receipt of the cancellation notice and the date of the Activity) between the date of the cancellation notice and the date of the Activity, as follows:

Forest school		Day visits		Residential stays	
7 to 3 days	50%	28 to 56 days	10%	28 to 56 days	25%
2 days or less	100%	27 to 7 days	25%	27 to 7 days	50%
		6 to 3 days	50%	6 days or less	100%
		2 days or less	100%		

3.3 Refunds are not offered in the case of illness. If any child is unable to attend an Activity on any particular day due to a raised temperature, cough, or any COVID-19 symptoms, or has suffered from vomiting or diarrhoea within the previous 48 hours they must not attend. In these circumstances You should inform us before 08.00 am of the day of the Activity. GET will offer you another date in lieu, provided you inform Us before 8.00 am on the day the child is due to attend. If these symptoms become apparent after arrival, the child must be removed immediately on request and GET will be under no obligation to provide a date in lieu or a refund. Any days in lieu granted are valid for twelve months from the date of the cancelled Booking.

3.4 Refunds or credit notes relating to cancelled Bookings will always be made to the original purchasing individual and by the original purchasing mechanism.

4. Cancellation by GET

4.1 GET may provide immediate notice of cancellation in writing in the following circumstances:

- 4.1.1 for reasonable operational or commercial reasons; or
- 4.1.2 in the case of non-payment or delayed payment of sums due under the Booking Agreement; or
- 4.1.3 if GET reasonably considers that You have not complied or will not comply with GET's relevant procedures or health and safety or site rules.

4.2 If GET cancels under clause 4.1.1 We will work with you to transfer the Booking to another time or day. If it is not possible to rearrange a Booking, GET will provide a refund.

4.3 If GET cancels under clauses 4.1.2 and 4.1.3 GET may charge the cancellation fees provided for in clause 3.2 above.

4.4 Activities may be cancelled in hot/dry weather when branches may fall and Activities in the woodland are deemed unsafe by GET staff.

4.5 Activities will not run if there are unsuitably high winds, lightening or other adverse weather conditions that could render the Activity unsafe. In these circumstances a decision to cancel will be made by 16:00 pm on the previous day and You will be informed by email and/or text using the information supplied at booking. In the event of cancellation due to adverse weather, the Activity will be run on another day suitable to You. Refunds will not be given.

4.6 In the event that any emergency or adverse weather occurs while an Activity is in progress, the Activity will be curtailed, at GET's sole discretion, taking into account the child's welfare. If the attending child is under the supervision of GET, We will contact You to make arrangements for collection of the attending child. Refunds will not be given.

5. Variation

5.1 All bookings are accepted based on information available at the time of booking. GET will notify You of any other events or activities which coincide with the date of the Activity and which GET considers may have a materially adverse impact on the Activity. If in these circumstances You reasonably wish to change the date of the Activity, GET will work with You to achieve this.

5.2 GET reserves the right to vary the details of the booking and to provide a substitute of equal suitability or make reasonable changes to the location, staffing, activities or other features of the Booking for reasonable commercial or operational reasons.

5.3 If you wish to move your booking to another date you must provide at least seven days' notice. Rescheduling dates at shorter notice than seven days is at Our discretion. Booked sessions that have been rescheduled do not qualify for a refund if cancelled.

5.4 If You have any particular requirements in addition to the details shown on the booking form, GET will make reasonable efforts to satisfy such requirements subject to sufficient notice being given, but cannot guarantee to do so. You may be charged for any such additional requirements.

5.5 If you wish to swap the Booking of an attending child with another child You may do so if You made the Booking and You provide 48 hours' notice of the change and if we agree to the change, at our sole discretion.

6. Attendance

6.1 In relation to school daytime bookings, the Activity must start and finish at the times specified in the Booking Agreement. Changes to these times will not be possible unless previously agreed in writing by GET.

6.2 In relation to holiday forest school bookings:

6.2.1 unless otherwise specified, children attending forest school Activity must be no younger than reception year. If a child is accepted for a Booking who is subsequently shown or believed to not be in reception year GET will cancel their place immediately, or, if they are already on site, require immediate collection. In these circumstances, a refund will not be given;

6.2.2 where GET is responsible for the supervision of a child attending the forest school Activity the child must be signed in and out with GET staff at the beginning and end of the Activity. The registration period lasts for 20 minutes from the advertised start of the Activity and children arriving after registration has closed may not be admitted, at the sole discretion of GET. If You are running late, You should contact us before the end of the registration period. If a child arrives late to an Activity, it is Your responsibility to take them to the correct area of the site, as directed by GET. Refunds or credit notes are not offered for late arrivals who are unable to join the Activity;

6.2.3 If an adult other than the adult named on the Booking will be signing a child out, this will not be permitted unless the GET Activity leader has been informed in writing at registration.

6.3 If You are late picking up a child, You should inform us. In the absence of being informed we will telephone the emergency contact number provided by you 15 minutes after the pick-up time to make appropriate arrangements. We will look after the child and a charge for extra time or any extra arrangements will be made. Charges will be applied at the rate of £15 for every half an hour after the Activity ends.

6.4 Adults may not accompany children on any Activity without prior permission from GET, at GET's sole discretion. Confirmation and sight of an enhanced DBS check will be required before allowing any adult to be present during any Activity where GET is responsible for the supervision of the child.

6.5 Subject to clause 6.6, where Activities require children to be accompanied by an adult, this must be a responsible person over the age over 18. Any person attending an Activity in this capacity must follow the instructions of the Activity leader. Adults are responsible for both their own behaviour and that of the children they are accompanying and will be asked to leave if the behaviour is affecting the safety or enjoyment of the Activity of other people attending, at the sole discretion of GET.

6.6 You should be aware that there may be all male or all female staffing at any Activity.

6.7 If it becomes apparent to GET during the course of an Activity that any child is struggling or is unable to cope with participation, for whatever reason, You may be required to collect the child. Refunds or credit note in these circumstances are at GET's discretion.

6.8 Any child attending an Activity must be clothed and provisioned in accordance with GET's requirements relating to clothing, equipment and food, as notified to you on making a Booking. If any child is not properly clothed or provisioned or has prohibited property on them, GET shall be entitled to refuse participation in the Activity and in these circumstances, no refund or credit note will be given.

6.9 GET encourages high standards of behaviour and if any child behaves in a manner that GET staff, at their sole discretion, believe is unmanageable, puts the child or other children in danger of harm or risk of injury or adversely impacts the enjoyment of other children attending the Activity, they may ask You to remove the child from the Activity. In these circumstances, a refund or credit note will not be given and any costs directly incurred (e.g. extra supervision or transport) will be charged to You.

7. Health and safety

7.1 GET will ensure that Activity leaders hold a current first aid certificate in outdoor first aid and that all relevant health and safety requirements are complied with. GET guides are trained in some (but not all) cases in Outdoor, Paediatric and Emergency at Work First Aid. Guides are not responsible for the application of first aid to Hirers or those in their care.

7.2 In relation to private hire of GET facilities, or school visits, or group bookings, You must have a qualified first aider present for Your Activity. This person is responsible for administering first aid to people in their care and bringing emergency and non-emergency medical supplies.

7.3 In relation to residential stays, it is Your responsibility to administer first aid to children and young people in Your care. You must provide one teacher qualified in first aid per group of 15 children or young people. You are responsible for bringing emergency and non-emergency medical supplies.

7.4 It is Your responsibility to ensure that prior to the commencement of the Activity GET staff are informed of and provided with (a) the current medical information of any attending child; and; (b) any appropriate and relevant medication or aids, such as epipens (two of which must be provided) and inhalers, marked clearly with the child's, name, medication name and time and date of last dose or relevant incident; and; (c) any relevant behavioural issues of the attending child, including (but not limited to) whether they have a Statement of Educational Needs or have been diagnosed with behaviour on the autistic spectrum. Participation in the Activity is at the sole discretion of GET staff and will be refused if a child does not have sufficient and appropriate medical supplies, in which case refunds will not be given. If you provide medication, it is Your responsibility to ensure that it is collected by You after the Activity.

7.5 Any medical information provided to GET will be treated in strict confidence and not prejudice the inclusion of the child in any Activity.

7.6 Other than in the case where Activities have been cancelled by GET under clause 4.4 You are responsible for deciding if it is safe to proceed with the Activity based on additional environmental and weather conditions. GET cannot be held liable for Your decisions in these circumstances.

7.7 You must book a pre-visit meeting ahead of making a Booking if you have not previously hired an area of Seeley Copse.

7.8 Before entering a site for the Activity You must provide all documentation to GET which is necessary and/or required for the Activity, including (but not limited to) risk assessments, environmental impact assessment and plan for the Activity, as requested. A copy of GET's health and safety policies and procedures can be obtained by email to get@goodwood.com.

7.9 You must ensure and maintain free access to entry and exit points in Seeley Copse at all times.

7.10 No alcoholic beverages may be brought onto or consumed by You, Your staff or students on the Property.

7.11 Smoking and the use of fireworks, special effects equipment, matches or lighters are prohibited.

7.12 Fires are permitted at certain times of year with consent from GET only. All fires must be fully extinguished upon expiry of the Activity. The use of cotton wool, Vaseline and fire steels is permitted to light campfires in recognised fire circles. Water and fire blankets must be to hand. The use of storm kettles is permitted on flat open ground away from tripping hazards or other hazards at a short distance (a few metres) from recognised fire circles. Storm kettles must not be used close to logs used for seating, or close to other storm kettles, or close to an existing camp fire. Water and fire blankets must be to hand.

7.13 Any electrical equipment used by You must be supported by a current Portable Appliance Testing certificate.

7.14 Drones may not be operated at or around Goodwood and any drones found to be operating without permission will be deactivated.

7.15 You are not permitted to bring dogs, unless they are guide dogs or you have obtained written permission in advance.

8. Safeguarding

8.1 GET takes child protection and safeguarding very seriously. GET's Education Officer is the designated safeguarding lead, who is the primary point of contact for anyone who has safeguarding or child protection concerns. Should you require further information about GET's Child Protection and Safeguarding Policy please email get@goodwood.com or call 01243 755157.

8.2 While GET staff are appropriately trained in safeguarding and DBS checks have been carried out as required, You are responsible for compliance with all applicable safeguarding requirements.

9. Insurance

9.1 You shall ensure that there is in place adequate insurance to cover all of Your obligations and liabilities under this Agreement which shall include, where appropriate, public liability and employer's liability insurance. Evidence of insurance shall be provided to GET upon booking and prior to the commencement of the Activity, as requested. For the avoidance of doubt, the insurance cover shall include cover in respect of all third-party contractors engaged by You for the purposes of the Activity, whether this is arranged by You or the third -party contractor.

10. Rules

10.1 GET encourages positive and responsible behaviour from everyone visiting Goodwood. You are responsible for the conduct and behaviour of Your staff, students, sub-contractors and guests at all times.

10.2 GET reserves the right to judge acceptable levels of noise or behaviour. You must ensure compliance with GET's directions on these matters.

10.3 GET reserves the right to exclude or eject any of Your staff, students, sub-contractors and guests from the Activity if it reasonably considers the behaviour of such person to be

objectionable, a risk to livestock, the environment, health and safety or is likely to cause any damage or will bring Goodwood or GET into disrepute.

10.4 You will comply with all reasonable directions and requirements of GET regarding its buildings, parking restrictions and access.

10.5 You are not permitted to use the toilet facilities inside the Goodwood Education Centre if your Booking Agreement involves hire of Seeley Copse only, unless by prior arrangement.

10.6 You must keep and leave the areas in which the Activity is held clean, tidy and free of litter and must avoid any damage to habitat or site at the Property. If You, Your staff, students, sub-contractors or guests use the toilet facilities in the Goodwood Education Centre during the Activity, You must ensure facilities are left clean and tidy before You leave. In the event that GET has to clear litter or other items left by you in breach of this obligation, or rectify any damage to the site resulting from the Activity, all costs incurred shall be paid by You.

10.7 You must not take any action or conduct the Activity in any way which would cause a nuisance to any members of the public or other visitors to Goodwood or adversely affect their enjoyment of their visit.

10.8 If You wish to contract with any third-party service provider this must be discussed with GET in advance and consent must be obtained in writing prior to any booking with the third party.

10.9 You shall be responsible for ensuring that all staff or third-party contractors comply with all applicable statutory codes or regulations and the reasonable requirements of GET relating to health and safety, environmental management, safeguarding and site rules and regulations.

10.10 Where it is necessary for GET to hire equipment on Your behalf, the cost shall be payable by You.

11. Privacy and Intellectual Property

11.1 Please be aware that CCTV may be operated in the public areas of the Goodwood Estate.

11.2 In accordance with the UK Data Protection Act 2018, GET is registered with the United Kingdom's Information Commissioner's Office as a data controller to collect information.. GET only gathers personal information, such as first and last names, date of birth, contact details, addresses, telephone numbers and email addresses. This information is collected to help GET manage the Booking. GET also reserves the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to fulfil Your requests, to provide You with Booking service information or to cooperate with any law enforcement or regulatory investigation. Such communications will be provided to You by email, post or by telephone. However, in every case, if You choose not to receive such communications or wish to discontinue receiving them, then GET will not send or will cease sending them to You. For a copy of the GET privacy policy please email get@Goodwood.com.

11.3 If sensitive personal data, such as health related information, is collected in the Booking process you will be asked to specifically consent to GET processing this data.

11.4. With Your permission, photographs and video footage may be taken of attending children during Activities, for use solely by GET for promotional purposes such as use on the websites, leaflets or press releases. When images are used for promotional purposes, only the image will be used and no personal information.

11.5 We do not allow children to take photographs on site and children should not bring cameras or camera phones. If you do wish your child to have a phone with them for security purposes,

please ensure your child understands that they must not take photographs during the Activity.

12. Personal property

12.1 GET does not accept responsibility for property belonging to You or any child attending an Activity and does not accept any liability for loss or damage to any item of clothing, equipment, any vehicle or any item left in storage. If property is left behind, please contact GET and We will endeavour to locate and return it to you. We do not offer replacements or compensation for lost items.

12.2 Cars are not to be parked along the perimeter of Goodwood House unless for disabled parking. All vehicles (and their contents) parked within any car park operated by GET are left at their owner's sole risk. To the maximum extent permitted by law GET shall not be liable for any loss or damage suffered by owners arising from their use of any Goodwood car park. GET reserves the right to move any vehicle it deems necessary due to logistical, safety or practical reasons

13. Liability

13.1 GET takes all reasonable steps to minimise hazards, but there is always an element of risk when engaged in outdoor learning in a natural space and hazards including (but not limited to) insect bites, ticks, badger setts, falling branches, brambles, timber stacks, slips or trips on uneven pathways. By booking an Activity You acknowledge and accept this risk on behalf of Yourself and any child engaged in any Activity.

13.2 GET shall not be liable, whether in contract, tort (including negligence) or otherwise for any damage which was unforeseeable or for indirect, consequential or economic losses or loss of profits.

13.3 GET shall not be liable for any loss or damage arising from a breach of the terms and conditions of the Agreement which occur as a result of a Force Majeure reason.

13.4 GET's liability for any loss or damage shall be limited to 100% of the Booking cost.

13.5 Nothing in this clause 13 limits or restricts GET's liability for death or personal injury resulting from its negligence.

14. General

14.1 This Agreement constitutes the entire agreement between You and GET.

14.2 GET may sub-contract, assign or novate any of its rights and obligations under this Agreement.

14.3 Save in relation to each company in the Goodwood Group of companies, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Booking.

14.4 These terms and conditions shall be subject to and construed and interpreted in accordance with the laws of England and Wales and the parties agree that the English courts shall have exclusive jurisdiction over any dispute arising out of or in connection with these terms and conditions.