

Terms and Conditions

Court Hill Trust whose registered office is The Court Hill Centre, Court Hill, Wantage, Oxfordshire OX12 9NE ('we' or 'us').

1. General

- 1.1 In these terms and conditions "Customer" means any customer who makes or is making a booking with the Court Hill Trust; Group means a group of 5 or more people staying at the centre. "Writing" means letter, fax, or email; "CHT" means the Court Hill Trust; "you" means the customer submitting a booking;
- 1.2 The contract for the supply by us of accommodation and (where applicable) other related services ("Contract") will be formed when you accept your order and we receive from you the appropriate deposit in cleared funds.
- 1.3 Your contract cannot be amended unless confirmed by an authorised representative of CHT and yourself.
- 1.4 These conditions and any matters referred to by us form the entire understanding between you and us and supersede any prior promises, representation (unless fraudulent) or undertakings.
- 1.5 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, despatch 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 booking or as soon as is reasonably possible thereafter.
- 1.6 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 this contract.

2. Making a booking

- 2.1 All bookings made by telephone, fax or other forms of distance communication are made subject to these terms and conditions and the person making 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.
- 2.2 Before your booking is confirmed and the Contract comes into force CHT reserves the right to increase or decrease price PROVIDED THAT we will notify you in writing in good time prior to delivery of such price increase/decrease and you may cancel your order within 7 working days of this notice if you are unhappy with the price increase/decrease.
- 2.3 All bookings are subject to availability and CHT reserves the right to decline any booking at its discretion.

3. Payment

- 3.1 In order to secure your booking you must pay us the appropriate deposit as set out below:-
 - 3.1.1 for bookings up to and including the value of £100 full payment is required to secure your booking.
 - 3.1.2 For bookings in excess of £100 minimum deposit of £100 is required. The balance must be paid 8 weeks before your arrival date;
 - 3.1.3 For group bookings made more than six months in advance a deposit of £1 per person is required as an initial deposit. A deposit of 25% of the full cost so the booking is required 6 months prior to your arrival date. The balance must be paid 8 weeks before your arrival date;
 - 3.1.4 For group bookings less than six months in advance of your arrival date a deposit of 25% of the full cost of the booking is required. The balance must be paid 8 weeks before your arrival date.
- 3.2 Payments shall be made in such format as we may agree with you when you place an order.
- 3.3 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 the deliveries of any other services being provided to you by CHT.
- 3.4 Deposits payable under clause 3.1 are non-refundable in the circumstances set out in clause 7.4.

4. Group Bookings

All groups must have a minimum leader / participant ration of one leader to every ten participants. Mixed sex groups must have leaders of both sexes. Group leaders accompanying the group are responsible for all damage caused by their action or the actions of those in their group. If any group is given sole use of the CHT it shall not offer for sale to the general public or publicly advertise the sale of CHT without the prior written agreement of CHT.

5. If you change your booking-non group bookings

- 5.1 Changes requested within 56 days of the date of the first night of your stay will be treated as cancellations (see clause 7 below).
- 5.2 If you wish to change a confirmed reservation (e.g. Changes in dates of visit or changes in numbers of people booked) such changes are subject to the availability of a suitable alternative and are subject to any additional costs incurred in making changes to accommodation you request.
- 5.3 We will inform you of the amount of any additional costs when you request your changes and shall agree such cost with you.

6. If you should change a group booking

- 6.1 Subject to availability, you may change a group booking to a different date up to six months before your arrival date.
- 6.2 If, less than 6 months before your arrival date, you wish to change a group booking such a change shall be treated as a cancellation and shall be subject to our standard cancellation charges below (see clause 7)
- 6.3 A group booking can decrease its numbers by 10% up to 28 days before arrival, without incurring cancellation fees. Thereafter any additional decreases in group numbers be subject to our standard cancellation charges. Changes are subject to availability.
- 6.4 All changes shall be subject to the availability of a suitable alternative.

7. If you cancel your booking

- 7.1 All cancellations are subject to cancellation charge.
- 7.2 Cancellation by non-group bookings are subject to a £2.00 per person administration fee up to a maximum of £20.
- 7.3 Cancellation charges (whether for group bookings of non group bookings) where less than 56 days notice is given are set on the sliding scale below. All bookings cancellation charges are calculated from the day written notification is received by CHT. These charges are based on how many days before the date of the first night of your stay we receive your cancellation notice. These charges are based on the total cost of your stay.

No. of days	Amount you must pay
More than 56 days	Varies according to the booking – see clause 7.4
55-42 days	30% of the total cost of your stay
41-28 days	60% of the total cost of your stay
27-15 days	90% of the total cost of your stay
14 days or less	The total cost of your stay

7.4 Cancellation charges (whether for a group booking or a non group bookings) for cancellations more than 56 days in advance vary according to the booking.

8. If we change your booking

In the unlikely event that it becomes necessary to change your booking in total or in part CHT will inform you as soon as reasonably possible of any necessary changes. You shall have the choice of accepting the changed arrangements, or cancelling your booking and receiving a full refund of all payments made.

9. Delay or failure to perform

We shall 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 control including (without limitation): an act of God, 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.

10. Our liability to you

- 10.1 CHT shall ensure that the accommodation and /or other services you order from us are in accordance with these terms and conditions and shall be performed by us with reasonable skill and care.
- 10.2 Where an element of your booking is not provided as stated in clause 10.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with clause 10.1 you shall be entitled to: a full refund of the cost of your order (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you, or a free stay to the equivalent value of the services complained of, where such dates are agreed in writing by us.
- 10.3 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you us when the contract is formed arising in connection with the supply of the services or their use by you: any losses which are not caused by any breach by us: business or trade losses.
- 10.4 Our entire liability in connection with the contract will not exceed the purchase price of the service booked less any amendment charges paid to us.
- 10.5 Except in relation to death or personal injury caused by our negligence CHT's liability remains, at all times, limited to the value of the services booked, excluding any amendment charges paid to us.

11. Behaviour

If your behaviour is deemed to be unacceptable or causes damage your booking may be terminated and you may be asked to leave the premises. No whole or part refunds will be made under these circumstances.

12. Governing Law and Jurisdiction

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

14. Your information

We shall only store and use the information you supply to us or which is supplied to us for the purpose of carrying out our contract with you and to inform you of the other service and offers which we make available from time to time. If you do not wish to receive such information, please let us know by; emailing us at info@courthill.org.uk or telephone us on 01235 767433, or writing to us at the address noted above.