MOUNT KELLY

Mount Kelly Enterprises Booking Terms and Conditions

The Client is entering into an agreement for the hire of the facilities at Mount Kelly College and Prep School listed on the Booking Form (the "**Facilities**") with Mount Kelly Enterprises Ltd (Company Number 01482627) whose registered address is at Mount Kelly, Parkwood Road, Tavistock, Devon, PL19 0HY (hereafter "**MKEL**").

These Terms and Conditions apply to (1) the booking and hire of the facilities; and (2) if required, the Accommodation in the school holiday periods only. These terms and conditions apply to all Guests using or staying in the Facilities and all Bookings.

1. Definitions

The following definitions apply in these terms and conditions:

"Accommodation" means the self-catering accommodation available in the school holidays only

"Agreement" means this Agreement between (1) the Client, who may be referred to as **you**, **your** or **yours** as the context requires; and (2) MKEL, who may be referred to as **us**, **we** and **our** as the context requires, for the purposes of the hiring the Facilities, which incorporates the Booking Confirmation and these terms and conditions.

"**Arrival Date**" means the date from which the Facility will be provided to you

"**Booking Confirmation**" means the accepted Booking Form confirmed in writing by us.

"**Booking**" or "**Bookings**" means the booking made by you for the Facilities and duration specified on the Booking Form, and confirmed by us in the Booking Confirmation.

"**Booking Form**" means the form annexed to this Agreement that sets out the requirements of the Booking, including the Facilities available and pricing structure.

"**Client**" means the Organisation listed on the Booking Form or in the absence of an Organisation, the Key Person listed on the Booking Form.

"**Facilities**" means the Facilities listed on the Booking Form (and "**Facility**" refers to any one of them) at Mount Kelly College and Prep School and includes the Accommodation as required.

"**Guests**" means all persons who will use and/or occupy the Facilities in accordance with these terms and conditions

"**Safeguarding Policy**" means an Office for Standards in Education, Children's Services and Skills (OFSTED) compliant document that sets out the approach to safeguarding the welfare of children and vulnerable adults and may refer to the policy of either party or both.

2. The Booking

2.1. After we receive an enquiry from you, a Booking Form will be sent to you along with a copy of this Agreement. Please ensure you have read this Agreement fully and once read please sign the Booking Form to confirm you have read and accepted our Terms and Conditions. After we receive your signed Booking Form, we will contact you with a quote for the hire of our Facilities and we will require a payment of either the full balance due or a deposit (the "**Payment**"). Payment will be required to complete your Booking. After Payment we will send out to you a Booking Confirmation letter to summarise your Booking within 14 days.

2.2. If we have not received a completed Booking Form, with the Payment as required, we will assume that you do not wish to proceed with the hire of our Facilities and may, at our discretion, not proceed with your booking.

2.3. If there are any changes or cancellations by you after the date of the Booking Confirmation then cancellation charges as set out in clause 4.1 may apply.

2.4. If you or any of the Guests have a disability and require special provision to be made at any of our Facilities, you must notify us of your requirements before making your Booking. We will confirm to you in the Booking Confirmation the special provisions that we are able to provide to you and you must ensure that these provisions are suitable for your needs before arrival. In the event that the Facility provided to you is not suitable for your needs in accordance with this clause, then you may cancel this Agreement at any time without liability to us and clause 4.1 shall not apply.

2.5. If you or any of the Guests have any special requests regarding the use of the Facilities ("the Special Request") then you must notify us of your request at the time of making your Booking. The Special Request will be noted in the Booking Confirmation. We will use reasonable endeavours to ensure that we can accede to all reasonable Special Requests. However all rooms, equipment, furniture at the Facilities are subject to availability and accordingly we cannot guarantee that the Special Request will be provided.

3. Our Agreement

3.1. These terms and conditions form part of this Agreement and should be read accordingly.

3.2. This Agreement will take effect once we have received a completed Booking Form and Payment from you in accordance with clause 2.

3.3. These terms and conditions are the only terms of the Agreement and replace any previous agreement or understanding. This Agreement is between you and us and you may not transfer your rights under it to any other person or organisation. Our website and marketing material is correct at the time of publication, however changes may be made to the Facilities in advance of the website or marketing material being updated. You should check the details of the Facilities with our staff prior to returning the completed Booking Form to us and submitting Payment. We will not be responsible for the Facilities differing from any descriptions of them as set out on our website or marketing material.

3.4. We cannot enter into an Agreement or accept a Booking from any person who is under the age of 18 however children under the age of 18 may be Guests provided that you comply with the provisions of clause 8.1.3. The person responsible for making the booking on behalf of the Client (Key Person) must have full authority to make Booking on behalf of any Client who is a limited company, association or other entity and by signing a copy of these terms you warrant that if the case.

4. Cancellation and Changes

4.1. If you wish to cancel your confirmed booking you must notify us in writing which also includes notification by email. The cancellation date will be either the date on the GPO postmark or the date we receive the email notification (the "**Cancellation Date**"). If you have paid a deposit as part of your Payment, your entitlement to a refund will be calculated from the Cancellation Date and in accordance with the following terms:

0-14 Days	15-30 Days	31-60 Days	61-90 Days	91 Days or more
100%*	75%*	50%*	25%*	Loss of Deposit

*The total amount of your Deposit payable back to you as a refund. The loss of your deposit over a longer time period reflects the loss of opportunity to replace your Booking.

4.2. If you wish to amend the terms of your booking we will try to accommodate reasonable requests and where changes are accepted we will notify you in writing.

4.3. At our discretion we may make an additional charge for amendments made at your request.

4.4. We reserve the right to make changes to the Booking or to provide hire at a different Facility where this is necessary. If there are minor changes to the Booking we will endeavour to ensure the replacement Facility or Facilities provided to you are equivalent or similar to the Facility specified in the Booking Confirmation. If there are major changes to the Booking we will email or telephone you to notify you of this and you will be provided with the following options:

4.4.1. accepting the change to the Booking;

4.4.2. changing the Booking so that we may provide a different facility to meet your requirements; or

4.4.3. cancelling the Booking and receiving a full refund of all sums paid to us in advance of such cancellation.

4.5If you wish to change your Booking we will send you an amended Booking Confirmation. In the event that we do not hear from you within 7 days of the amended Booking Confirmation we will assume that you wish to cancel your Booking and you will receive a full refund of all sums paid to us in advance of such cancellation less any amounts we are entitled to retain in accordance with clause 4.1. We will write to you confirming the cancellation and your refund will be provided promptly in accordance with clause 7.3.

5. Cancellation by MKEL

5.1. We may cancel the booking without any liability for any loss suffered by you if you have not paid us for the Booking in accordance with clause 7.

5.2. We may have to cancel the Booking due to unforeseen circumstances and if this occurs we will notify you verbally as soon as practicable and will notify you in writing within 3 days. If you have paid any sums to us in advance of such cancellation we will refund such sum to you with the written notice of cancellation or you may elect to change your Booking to an alternative date in which case we will send you an amended Booking Confirmation.

6. Force Majeure

6.1. We shall not be in breach of this agreement nor liable for a delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control.

6.2. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

6.3. If the period of delay or non-performance continues for 2 weeks or more, you may terminate this agreement by giving 3 days written notice to us.

7. Payment

7.1. After you have made the Payment in accordance with clause 2.1 the balance of the amount due (as stated in the Booking Confirmation) shall be paid by you not less than 90 days in advance of the use of the Facilities. Failure to make payment shall constitute a cancellation of the Booking and we shall be entitled to retain any part of the Payment in accordance with clause 4.1.

7.2. All payments under this agreement may be paid by Debit/Credit Card over the telephone or Bank Transfer.

7.3. If your Booking is cancelled and a refund is due, payment of the refund will be provided promptly and in any event within 7 days of the date of the cancellation of the Booking. Refunds will be issued via the same method of Payment unless otherwise agreed by the parties.

8. Use of the Facilities

8.1. You will be responsible for ensuring that the following obligations are met during the use of our Facilities:

8.1.1. The number of persons in any room for Accommodation or Facility does not exceed its recommended maximum capacity;

8.1.2. The behaviour of you and the Guests on our premises is appropriate and acceptable. If you or the Guest's behaviour could objectively be regarded as unreasonable, antisocial or otherwise unacceptable or likely to endanger the health and safety, well-being and enjoyment of yourself, the Guests or others we may exclude you or the Guests from the Accommodation or any of our Facilities.

8.1.3. Any children under 18 years of age using the Facilities must be properly supervised. If children arrive at a Facility without proper supervision we reserve the right to refuse access to the Facility and if any child could objectively be regarded as not properly supervised we may ask them to leave until such time as proper supervision is available. However, we will not refuse access to children if we reasonably believe there may be a risk to the child's welfare, in which case we may take further action in accordance with our Safeguarding Policy.

8.1.4. All fire safety notices must be read and complied with at all times. You must only use the fire equipment in a Facility in the event of an emergency and for the use it is intended for. We reserve the right to invoice you for our costs incurred due to negligent or improper use of fire equipment at a Facility by you or the Guests and you will pay such invoice in accordance with clause 7.1.

8.1.5. Neither you nor your Guests may bring pets into the Facilities. If you or any of your Guests have a guide dog you must notify us of this as a Special Request in accordance with clause 2.5 so that special arrangements can be made for yourself or the Guest and the guide dog.

8.1.6. Guests must be familiar with and understand the provisions of this Agreement and you are responsible for ensuring that they comply with its terms.

8.1.7. All reasonable steps must be taken to ensure that the personal property of you and your Guests is kept safe and secure whilst you are using the Facilities including locking doors and windows when the Accommodation is unoccupied. All personal property is brought onto our premises at your own risk. You are responsible for ensuring that all personal property including electrical devices and chargers are CE marked, PAT tested (where applicable) and in good condition and will not pose a risk to our Facilities in any way.

8.1.8. You are responsible for the rooms, furniture, furnishings and equipment in the Facilities and you must only use these items for their intended purpose. You must ensure that on the date of departure all furniture and equipment has been returned to the original location upon arrival. Any damage caused by your or your Guests' neglect or default may result in a charge to you of the cost of rectifying this damage. If such damage prevents a Facility from being used whilst the damage is repaired then you will be charged for any revenue which we lose during this period. We will invoice you for any charges imposed under this clause and you will pay in accordance with clause 7.

8.1.9. You and your Guests will leave the Facilities at or before the end of the Booking. In the event that you or your Guests do not leave a Facility at the end of the Booking we reserve the right to charge you at the applicable rate for the Booking and for the time which you or your Guests remain in that Facility after the end of the Booking. We also reserve the right to charge you for the revenue which we lose during this period including legal and management costs.

8.2. You may request written reasons for any decision taken by us under clause 8.1 within 7 working days of the date of the decision. If you are unhappy with any decision you may refer the matter to the Business Manager for determination.

9. Our liability

9.1. We accept responsibility if you or a Guest are injured or die as a result of our negligence. We will not limit this responsibility.

9.2. We will only accept responsibility for damage to physical property owned by you or a Guest arising from our negligence. We are not responsible for the loss or damage to physical property resulting from your

failure to comply with clause 8.1 subject to clause 9.1 above, We do not accept responsibility for any other loss or damage suffered by you or any Guest resulting from:

9.2.1. any losses that were not foreseeable to both you and us when this Agreement was entered into;

9.2.2. any losses that were not caused by our negligence or any breach by us of this Agreement; and

9.2.3. loss of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss suffered by you.

10. Insurance

10.1. We strongly recommend that you obtain insurance which will cover your obligations under this contract including the payments due on cancellation by you. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. You should ensure that Guests are aware of the terms set out in this Agreement and take out their own insurance cover as necessary. If you or any member in your party causes any loss damage or injury to any person or to our property you will compensate us for any loss claim or liability we suffer as a result.

10.2. We hold our own Public Liability Insurance which is available for inspection upon request, however, we will require proof that you have your own Public Liability Insurance in place to cover any claim against you whilst using our Facilities. Please ensure a copy of your policy is available upon arrival. We reserve the right to refuse access to our Facilities until a suitable policy is provided.

11. Safeguarding Policy

11.1. MKEL operates an OFSTED compliant Safeguarding Policy which is available for inspection on request or on our website. You are required to operate your own Safeguarding Policy which will need to be provided to us at the time of your Booking or one month before the Arrival Date for approval. We reserve the right to refuse access to our Facilities until a suitable Safeguarding Policy is provided.

12. Parking

12.1. You or a Guest may park a car in our car parks provided they pay the appropriate fee if requested. Blue Badge holders may park in the designated parking spaces free of charge. MKEL cannot guarantee parking spaces which are subject to availability and on a first-come first-served basis.

12.2. Any person using or parking vehicles on our Facilities do so at their own risk and we will not accept responsibility for loss or damage to them or their contents, however caused.

13. Complaints Procedure

13.1. In the event that you or the Guests experience any problems with the Facilities or wish to make a complaint then you must notify the Commercial Director at the address set out in clause 14 below as soon as possible. We request that any complaints are brought to our attention during your use of our Facilities and we will use our reasonable endeavours to resolve the matter as soon as possible.

14. Communications

14.1. If you wish to contact us with regard to this Agreement our contact details are as follows: FAO Commercial Manager, Mount Kelly Enterprises Ltd, Parkwood Road, Tavistock, Devon PL19 0HZ. Email: panayidesb@mountkelly.com Tel: 01822 813115 Fax: 01822 610817.

15. Data Protection

15.1. In this clause “Data Protection Legislation” means: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

15.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

15.3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and MKEL is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The Data Processor shall be permitted to process personal data of each of the Guests who use the Facilities provided by MKEL for the duration of this agreement only and only for the purposes of providing the Facilities (including fire safety and safeguarding checks). Personal data of the Guests will be retained by MKEL after this date, but only for the purposes of auditing and shall not be used.

15.4. Without prejudice to the generality of clause 15.3, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data of the Guests to MKEL for the duration and purposes of this agreement.

15.5. MKEL shall be entitled to retain the data of the Client for the purpose of providing the Facilities and to provide the Client with information regarding future facilities and events hosted at the premises of MKEL.

15.6. Without prejudice to the generality of clause 15.3 and 15.5, MKEL shall, in relation to any Personal Data processed in connection with the performance by MKEL of its obligations under this agreement:

15.7. Either party may, at any time on not less than 30 days' notice, revise this clause 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

16. General

16.1. For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

16.2. If a court or applicable administrative body decides that any term of this Agreement is invalid or incapable of being enforced it will be deleted from this Agreement but the rest of this Agreement will take effect as if it had never existed. In these circumstances we will try to agree with you on a suitable replacement for the deleted term.

16.3. If you breach this Agreement but we choose not to exercise our rights or delay in exercising our rights does not mean that we cannot exercise those rights after the delay or at a later date if you breach the same terms again.

16.4. We will process your personal data fairly and in accordance with the data protection law that is applicable in England and Wales from time to time and for the time being that will be the Data Protection Act 1998 and the EU General Data Protection Regulation when in force. For full details of how we process personal data our Privacy Policy is available upon request.

16.5. Our agreement is under the laws of England and Wales but you are not prohibited from starting proceedings in the courts of any other part of the UK. This agreement is a binding document and you should read it carefully before entering into it to ensure that it includes all the provisions that you require and no provisions to which you are not willing to agree.