



## Activity Holiday Standard Terms and Conditions

### Recitals

**CK** is Calvert Kielder the trading name of Northumbria Calvert Trust

**'We' 'Us' 'Our'** is CK

**'Customer'** is the person or organisation liable for payment

**'You' Your' 'Yours'** is the customer

**'The Parties'** are CK and the Customer

**Guest** is the person receiving services

**'Booking'** is the contract

### 1. Booking

Provisional bookings will be held for a maximum of 14 days from the date we agreed your request. No guarantee of continuing availability is made beyond 14 days.

Once your booking is confirmed by us, our standard terms and conditions will apply and a binding contract between the parties, subject to the provisions that follow and English Law, will come into existence from the date indicated. The parties agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales. Should any part of this contract be deemed to contravene English Law such contravention shall not invalidate the other elements of this contract.

### 2. Payment

The balance of payment, minus any deposit paid, is due no later than 42 days prior to the start of your stay. If the booking remains unpaid in full by this date CK reserves the right to either apply a 5% surcharge or cancel the booking (see also paragraph 3 below).

It is the person making the booking, who is deemed liable for full payment. In the case of bookings made in the name of an organisation it is the organisation which is deemed liable.

### 3. Cancellation

#### If CK cancel a booking

CK may cancel a booking for which the full payment has not been received by the times specified in these terms and conditions. In these circumstances we will apply the cancellation charges as set out below under "If you cancel a booking".

If we have to cancel a booking due to circumstances attributable to us (except where section 6 applies), a full refund will be made and neither party shall have any further claim against the other.

#### If you cancel a booking

If a booking is cancelled the following cancellation charges apply;-

Up to 70 days prior to arrival no penalty

69 to 22 days prior to arrival 50% of the total cost of the holiday

21 days or less prior to arrival 100% of the total cost of holiday

If part of a booking (number of places or dates of stay) is cancelled the above terms apply to the part cancelled.

Cancellations can be made by email at [enquiries@calvert-kielder.com](mailto:enquiries@calvert-kielder.com) by telephone - 01434 250232 or in person, during office hours (Mon – Fri 9am – 5pm).

Your cancellation will be acknowledged by us in writing upon receipt.

**All participants are strongly advised to ensure that they purchase their own comprehensive travel insurance that includes cancellation, personal accident and personal belongings cover for the duration of their visit.**

### 4. Your booking includes

- Accommodation
- Activity Programme - There are no activities on day of arrival or departure, except for Two-night stays who have activities on morning of departure.
- Evening meal on day of arrival, breakfast on day of departure and three meals daily during your stay. Two-night stays have lunch on day of departure.
- Evening entertainment (by arrangement)
- Use of hydrotherapy pool, sensory room and games room.

### 5. Arrival and departure times

Arrival is from 5.00 pm

Departure for 4 and 7 night stays is by 9.00am

Departure for 2 night stays is 2pm but rooms must be vacated by 9.00am.

## 6. Force majeure

Calvert Kielder will not be responsible for the failure to provide facilities contracted in the event of it being prevented, hindered or delayed from doing so as a result of "Force Majeure" or any other event or circumstance beyond its control. This includes, pandemic, epidemic, quarantine measures, travel restrictions, government actions preventing the execution of the contract, riot, war, invasion, civil disobedience or disturbance, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, orders or regulations issued by central or local government, requisition or compulsory acquisition by any governmental or competent authority, ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive assembly or nuclear component, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, earthquakes, tsunami, typhoon, hurricane, flood, fire or other physical natural disaster, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract. Calvert Kielder will not be responsible for any loss or damage or costs or refund as a result.

Calvert Kielder recognises that events of this nature are rare and we will re-instate our obligations under our contract with you once the event has passed.

## 7. Activities

Calvert Kielder will endeavour to ensure that guests participate in a variety of activities during their stay. However, safety, the weather, the number of guests their ability and choices and our staffing all determine which activities are made available each day.

There is no lower or upper age limit for our activities. Children under 16 years old must be accompanied by a responsible adult whilst on activities.

**Please note that whilst Calvert Kielder seeks to ensure that all guests participate in activities, certain medical or personal conditions may prevent a guest from doing a particular activity. In such cases we will endeavour to offer an alternative.**

## 8. Breakages and Damage

All damage loss and breakages caused by guests, whether accidental or malicious are their responsibility and that of the person or organisation making the booking, each being equally liable for the costs incurred. All incidents must be reported immediately to reception.

## 10. Guests

We are anxious to ensure that all guests enjoy their visit. However where a guest causes disturbance to others or otherwise spoils the experience of other guests e.g. through anti-social behaviour, they will be asked to leave. In addition participants, who, in the opinion of the Lead

Instructor, are under the influence of Alcohol, Drugs or any other substance will not be permitted to take part in Activities on Safety grounds.

No refunds will be payable in either of these events.

#### **11. Additional Conditions**

Only registered guide and registered assistance dogs are allowed in our main centre. Please be aware our staff will ask for proof of registration.

Calvert Kielder is unable to accept responsibility or liability for guests' property.

**If you require this in large print or other formats please call 01434 250232.**