



TERMS AND CONDITIONS FOR RESIDENTIAL HIRE AT LOUGHBOROUGH SCHOOLS FOUNDATION

Loughborough Schools Foundation is a Company Limited by Guarantee, number 4038033. It is also a registered charity, number 1081765 and company limited by guarantee trading as Thomas Burton Developments Ltd whose registered office is at 3 Burton Walks, Loughborough, Leicestershire LE11 2DU (registered company number 02750735) and referred to in these terms and conditions as 'the Foundation', 'LES', 'we' or 'us'.

1. General

1.1 Glossary

"Booking" means a booking for a stay at Loughborough Schools Foundation or other facility made available to book via Loughborough Schools Foundation channels and includes accommodation, meals and any additional product or service (including those provided by a 3rd Party) purchased from Loughborough Schools Foundation;

"Contract" means the agreement between us and you to fulfil a Booking;

"We, Us, Our or LSF" means Loughborough Schools Foundation.

"Customer" means any customer who makes or is making a Booking with LSF and references to 'you' and 'your' shall have the same meaning;

"Group" means an organised, official group formed with a constitution and/or memorandum and articles and as explained in further detail in clause 5;

"No-Show" means a guest who does not arrive and gives no notice or indication of such intent;

"Writing" means letter, fax or email;

"Meeting Room" refers to a meeting room booked independently or as part of a residential booking.

"Extra Services" means early check in, late check out, dog supplement, or meal options chosen before booking is complete when booking accommodation.

1.2 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.



1.3 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch 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 making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.

1.4 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 any Contract.

2. Making a Booking

2.1 All Bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you confirmation that the booking has been successful. The Contract between us will only be formed when we send you this confirmation. If you have made multiple orders, the Contract will only relate to the order or part of the order which has been confirmed as successful. All Bookings are subject to availability and LSF reserves the right to decline any booking at its discretion. Upon receipt of this confirmation it is the responsibility of the customer to check all details confirmed are correct in terms of the customer's requirements. If no confirmation is received, it is the responsibility of the customer to notify us in order to allow us to resend the confirmation. If a customer considers there is an error, this must be brought to the attention of LSF within 14 days of receipt of the confirmation or prior to arrival (whichever is earliest) otherwise the contract will be considered to stand as per the terms outlined in this confirmation.

2.2 Bookings can only be discussed and amended by the customer who has made the booking and whose details are held on record by LSF.

2.3 Bookings to stay at LSF may be confirmed by contacting the Commercial department directly.

2.4 By making a Booking or purchasing a Product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases made by telephone or other forms of communication are made subject to these terms and conditions and the person placing 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.

2.5 When booking meals, LSF endeavors to meet a range of dietary requests, whether arising from a medical requirement, religious commitment or as a matter of personal preference. All LSF asks is that at least four weeks in advance of your stay, any such



requests are made known. We recommend that meal options are discussed at the time of booking as it may not always be possible to accommodate late dietary requests. LSF reserves the right to pass any additional costs incurred for specialist meal provision on to the group however LSF will mitigate these costs if at all possible.

2.6 To ensure that LSF provide safe and suitable accommodation for everyone, children between 11 and 16 can stay in public dorms. Children under 11 are not permitted to stay in public dormitory accommodation and should be booked into a private room. Children who are 16 or over may stay in any accommodation within LSF.

3. Valid ID Required

3.1 We work hard to create a safe and welcoming atmosphere for all of our guests. To assist with this, you will be asked to provide valid ID on arrival. The ID must match the name and address on the Booking.

3.2 We reserve the right to ask for ID from any guest on check in. We reserve the right to refuse accommodation at our discretion.

3.3 Where a booking is for more than 1 person the named person on the booking will need to provide proof of identify that matches the name and address on the booking. ID will also be requested from all other adults in the booking, which must match the name they sign in with.

3.4 Any of the following is accepted by LSF as an appropriate form of ID: -

- **Current Passport** - This is Mandatory for Non UK residents, unless they have a Recognised or National Identity Card if the guest is from within the European Union.
- **Services ID** - Fire, Police, NHS or Armed Forces
- **A valid photographic driver's license, not older than 10 years' old**
- **A Student Identity Card, from a UK university with a current admissions date**
- **Bus Pass**
- **A Bank Card when accompanied by another card that has the individuals name embossed on it, or accompanied with a recent utility bill with a matching name and address to the booking.**

4. Payment

4.1 Payments shall be made in such format as we may agree with you when you place an order and as detailed on the sales invoice.



4.2 In order for us to confirm your booking you must pay us an initial deposit of £500. Full balance is due 4 weeks prior to the start of your stay.

4.3 If payment is overdue at any stage, LSF reserves the right to remove any free leader places, discounts or eligibility for exclusive facility usage or cancel your booking.

4.4 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 deliveries of any other services being provided to you by LSF.

5. Group Bookings

5.1 Group booking will have a nominated group leader, who is responsible for making and overseeing the booking, including financial and legal responsibility.

5.2 Group leaders accompanying the Group are responsible for the safeguarding, discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.

5.3 Groups shall not offer for sale to the general public (or publicly advertise the sale of) LSF facilities or services without the prior written agreement of LSF.

5.4 Sole use of the accommodation may be offered but will be subject to explicit agreement at the time of booking. Unless specifically highlighted in the confirmation, such guests will not be entitled to, nor should they expect sole-use of any wing, section or grounds of a given property. In the case of booking on a sole-usage basis, customers may be asked to pay for a minimum number of beds or be charged an additional supplement. These conditions will be agreed and confirmed at the time of the initial booking; sole-usage will not be guaranteed should the number of paying guests reduce below the agreed minimum number at a later date. If sole use is released, any sole use supplements or surcharges are subject to cancellation fees set out in Clause 7.4

6. If you change your Booking

6.1 Changes to numbers of nights or the dates of the stay shall be treated as a cancellation and shall be subject to our standard cancellation policy (see clause 7.4), subject to the exception in clause 6.2.

6.2 Changes to Numbers: A Group Booking can decrease in total guest overnights by up to 15% up to 8 weeks (56 days) before arrival without incurring a cancellation fee. Thereafter any additional decreases in total guest overnights will be considered a cancellation and the



cancellation charges will apply. Cancellation charges will be calculated on total booking cost including additional services or supplements (see clause 7.4).

6.3 Change in board basis: A Group Booking can change board basis (e.g. Full Board to Bed & Breakfast) up to 5 weeks prior to arrival without penalty. Any changes to a reservation taking place less than 5 weeks prior to arrival may result in cancellation charges (see clause 7.4).

7. If you cancel your Booking - our refund policy

7.1 All Booking cancellations are subject to our refund policy, contained within this clause.

7.2 All refunds are calculated according to the time between notification of the cancellation being received by LSF and the time of the first night of your stay. The first night of your stay is defined as starting at 12pm (12 noon) on the day of arrival.

7.3 Group Bookings - Please notify LSF immediately of any cancellations. Our cancellation charges depend on the notice period given and are shown below:

	Cancellation Charge Payable
Greater than 12 weeks prior	Any deposits already paid or due
Between 6 to 12 weeks prior	50% of the total cost of your stay
6 weeks prior or less	100% of the total cost of your stay

7.4 Applying for a refund – please apply within 90 days of cancellation.

8. Your Responsibility and Behaviour



8.1 We pride ourselves on creating friendly welcoming and above all safe places for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

8.2 If the behaviour of yourself or any member of a party is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay completely. If any member of LSF staff considers that the behaviour of any member of your party is unacceptable, they are authorized to end the stay and you will be asked to leave LSF premises. Should this situation arise our responsibility for your booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds. You are responsible for the cost of any damage caused by yourself or your party during your stay; these charges will be levied by and should be paid to LSF prior to departure. Should any such behaviour halt or interrupt LSF's ability to continue to trade any bed, room or other product, you will be responsible for compensating LSF in full for all losses directly or indirectly incurred. Such behaviour or damage may lead to civil or criminal proceedings where appropriate. Furthermore, by these terms and conditions you agree that LSF may at its discretion take a £200 pre authorisation on you credit or debit card as a security bond towards damage caused by you or your group to LSF property during your stay (For the avoidance of doubt such bond will only be claimed in the event of damage as referred to above).

8.3 Party Leader responsibilities - As a group leader making a group booking you are also accepting responsibility for the safeguarding and behaviour of your party. There should be at least one responsible adult on duty at all times, this is in order to ensure all participants behave according to LSF policy.

8.4 Alcohol - Guests and members are not allowed to bring their alcoholic beverages to LES premises.

9 Booking, Deposit and Balance

9.1 A non-refundable, non-transferable deposit of £500 will be taken to secure your booking (bookings made less than 8 weeks in advance require full payment at the time of booking)

9.2 "Extra Services" will be charged in addition to and at the time of the payment of the non-refundable deposit.

9.3 The balance of the account should be paid at least 4 weeks before the date of arrival.



9.4 Cancellations

9.4.1 In all cases, if you have to cancel your booking, please inform us as soon as possible by phone and in writing.

9.4.2 If you have to cancel your booking the following cancellation fees apply, dependent on the number of days before the arrival date that notification of cancellation is received:

	Cancellation Charge Payable
Greater than 12 weeks prior	Any deposits already paid or due
Between 6 to 12 weeks prior	50% of the total cost of your booking
6 weeks prior or less	100% of the total cost of your booking

9.5 Arrival and Departure On the day of arrival, the accommodation is available from an pre agreed time. On the day of departure you are asked to vacate by 12pm (12 noon), unless otherwise agreed with the Commercial Manager.

9.6 Your Responsibilities This booking has been entered into on the understanding that the total number in your party shall not exceed the total number of beds available at LSF.

9.6.1 You are considered to be the group leader and must be over 21 years old. You are responsible for the payment of the booking, the safety of the group and the general housekeeping of the accommodation during the stay. You are responsible for looking after the accommodation and its equipment during the period of hire and are expected to take good care of it. The accommodation is provided fully furnished. Bed linen is provided, but you will need to bring your own towels. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to us or our LSF representative. You must report and pay for any damage caused to the accommodation or for equipment lost, damaged, broken or stolen during the occupancy. Unsuitable substitutes are not accepted.



All the equipment, utensils etc. must be left in a clean condition at the end of the hire period. A charge of £12.00 per hour will be made by us if any additional cleaning is required. Please ensure that all gas cookers, lights and heaters are switched off, doors and windows are secured, rooms are left clean and tidy, before handing any keys back to us or to our LSF representative.

9.6.2. Registered assistance dogs only are permitted at all of our properties; however, you must notify us at the time of booking if you wish to bring a registered assistance dog with you which can stay with us free of charge.

9.6.3 Your Conduct As our accommodation is located close to residential areas, please show consideration for our neighbours. If you or a member of your party fails to comply with this requirement, your booking may be terminated and you will be asked to leave. If you enter the accommodation after this time you will be trespassing. No whole or partial refunds will be made if your party is asked to leave under these circumstances. We reserve the right to decline a booking, or refuse to hand over accommodation to any person or group where, in our opinion, facilities are unsuitable for the hirer or any member of the hirer's party without liability on either side. The use of candles, incense burners, flammable liquids/gases, fireworks, smoke machines, dry ice machines, camping stoves and firearms is strictly prohibited on all LSF premises. Use of such items may result in the party being asked to leave immediately, without refund of any portion of the hire fee. We reserve the right to repossess the accommodation at any time where damage has been caused, or in our opinion, is likely to be caused, by you or any member of your party. In such cases we shall not be liable to make a refund of any portion of the hire fee paid.

10. Meeting Room Bookings

10.1 Meeting rooms can be booked independently or as part of a residential booking. If booking a meeting room independently, confirm your booking within 14 days from the booking date (or 48 hours for bookings made within 14 days). Unconfirmed bookings will be cancelled without further notice after this time. Payment can be made by credit/debit card and BACS is also accepted.

10.2 Any catering requirements should be notified as soon as possible and confirmed 4 weeks prior to your visit.

10.3 In the event of a cancellation, cancellation charges will apply (see below section **10.6**)

10.4 Damaged equipment will be subject to the appropriate charge.



10.5 Audio/visual equipment can be provided and we can provide a VGA cable to connect your laptop to the projector, if you require any other type of cable please bring a suitable adaptor. During your event there may only be minimal technical help provided, please arrive early to ensure you have time to set up. We are able to arrange a test session in advance on request, please contact us direct to arrange in good time.

10.6 Meeting Room Cancellations

If you have to cancel a meeting room booking, the following refund schedule will apply:

	Cancellation Charge Payable
Greater than 12 weeks prior	Full cost of hire refunded, less £5.00 cancellation charge
Between 6 and 12 weeks prior	50% of the total cost of your booking
6 weeks prior or less	100% of the total cost of your booking and you will be billed for all catering ordered.

11. If we change your Booking

11.1 In the unlikely event it becomes necessary to change your Booking, in total or in part, LSF will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of:

- - Accepting the changed arrangements
- - Purchasing another Booking from LSF subject to availability (and paying or receiving a refund in respect of any differences)
- - Cancelling your Booking and receiving a full refund of all payments made

12. Delay or failure to perform



12.1 We will 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 reasonable 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.

12.2 During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

13. Our liability to you

13.1 LSF will ensure that the accommodation and /or other services you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.

13.2 Where an element of your Booking is not provided to the standard stated in clause 13.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial / full refund, credit note towards a future booking, complementary service or other agreed benefit.

13.3 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 and 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; or any business or trade losses.

13.4 Our entire liability in connection with the Contract will not exceed the value of the Products purchased or the Booking made less any amendment charges paid to us.

13.5 Except in relation to death or personal injury caused by our negligence LSF's liability remains, at all times, limited to the value of the Products purchased or the Booking made, excluding any amendment charges paid to us.

14. Communication

14.1 When using our website or speaking to us on the telephone you accept that communication with us will be mainly electronic. We will contact you by e-mail. By booking

with us you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

15. Governing Law and Jurisdiction

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

16. Severability

16.1 If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

17. Changing these Terms and Conditions

17.1 We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking or purchase has been successful.

18. Your Information

18.1 The information you supply to us during the booking process will be used initially to make and manage your reservation. We will also use your details to remind you of your reservations, provide the services you require, request feedback on your stay with us and to send you other communications such as newsletters and emails before and after your stay. As we are a charity organisation, we may also contact you in writing, by email or by telephone to inform you about special offers.

18.2 On arrival you will be asked to produce identification which includes a photograph. This ensures that we can meet our security and safeguarding obligations. Copies of your identification will not be retained.

18.3 We retain your personal information only for as long as is necessary in order to fulfil the service you requested, to make future purchases easier for you, to tell you about other products and services that may be of interest based upon your purchasing history, and to allow us to understand customer behaviour and inform future product development.



18.4 We may retain information about customers whose conduct has been anti-social or breached our policies, for the purpose of restricting those customers' future use of our services.

19. Privacy Statement

19.1 More information on how we use your personal data and how to manage your communications preferences can be found in our Privacy Policy.