## **GWERSYLL YR URDD GLAN-LLYN TERMS & CONDITIONS**

It is vital you read, understand and accept the following conditions prior to signing your Booking Form and booking your Course.

### 1. YOUR COURSE FEE

The course fee is the total price for your course – which will be set either per person or for a total course fee. The course fee excludes any extras such as travel, train, specific extra evening activities, guest speakers, admissions to places of interest etc. The course leader should pay these fees to the provider. We advise all courses to arrange cancellation insurance. If the travelling arrangements are made by the centre, then the travelling costs will be added to the course fees.

## 2. PROVISIONAL BOOKINGS

Subject to availability we can provisionally hold a place at Gwersvll Glan-llvn for up to 28 days. Provisional bookings must be confirmed by completing and signing a Booking Form and paving a non-refundable deposit of 25% at least 3 months prior to the course dates. By signing the Booking Form you are entering into a Contract and you are committing to pay the Course Fee. The deposit is payable for the original numbers booked, and any depost paid for non attending participants cannot be deducted from the balance of the fee payable. Your Contract is with Urdd Gobaith Cymru, a registered charity (no. 524481) and a company limited by guarantee (no. 263310), registered in Wales, whose registered office is Gwersyll Glan-llyn, Llanuwchllyn, Y Bala, Gwynedd LL23 7ST. The Contract is subject to the law of the land and the exclusive jurisdiction of the courts. The address for correspondence for all matters relating to this Contract is: Gwersyll yr Urdd Glan-llyn, Llanuwchllyn, Y Bala, Gwynedd LL23 7ST.

## 3. FEES

Once the Booking Form has been signed and the deposit paid the booking becomes firm. The deposit is non refundable. If the booking is made less than six weeks before the course date, the full Course Fee is payable with the booking. Payment of the balance for the total course fee is due not less than four weeks before the course date. In the event of non-payment of fees, the Urdd reserves the right to release your place. Supplementary charges which occur during a course, e.g. loss or damage to equipment or other property, photography etc, will be invoiced separately and such charges are due and payable on receipt of the invoice.

### 4 AMENDMENT OR CANCELLATION BY YOU

## a) Amendments:

If you wish to change any of the booking details after payment of the deposit, we will do our best to make the change, but we cannot guarantee that it will be possible. Any amendments must be requested in writing

(post, e-mail or fax). An administration fee of £15.00 will be charged per amendment, payable at the time of amendment. Amendments will not normally be possible less than 6 weeks prior to departure. If for any reason it is not possible to make a requested amendment, then the original booking remains a firm Contract.

## b) Cancellation:

If you wish to cancel your Course you must notify us in writing (post, e-mail or fax). The cancellation takes effect from the date the notification is received by us. Cancellations will be accepted up to six weeks before the start of the course and fees paid, less deposit, will be refunded. Course fees will not be refunded if cancellation is made less than six weeks before the start of the course and if the Course Fee has not been paid in full, and if the Urdd cannot fill the period in such short notice the Course Fee will be due in full. We strongly advise that you take out cancellation insurance.

# 5 AMENDMENT OR CANCELLATION BY URDD GOBAITH CYMRU

a) Minor Changes:

Due to the nature of the courses, we occasionally have to make minor changes and we reserve the right to make these. We will endeavour to inform you of these as soon as possible.

## b) Major Changes:

Major changes include a reduction in the duration of the course by more than 24 hrs. In the event of us having to make a major change before the departure date, we will inform you as soon as possible, and offer you the choice of: i) accepting the changed arrangements ii) cancelling the course and receiving a full refund.

In the event of us having to make a major change once the course has started, you may not cancel if we can offer you suitable alternative arrangements.

## **6. MINIMUM NUMBERS**

We reserve the right to cancel a Course. If this happens we will endeavour to give you at least 4 weeks notice in writing prior to the planned start date. If there is a place on an alternative Course or an alternative period available, we will offer it to you. If there is no place/period available we will offer you a full refund.

## 7. FORCE MAJEURE

We will not be liable to pay any compensation if we are forced to cancel or change any aspect of the Course due to circumstances beyond our control which we or our suppliers could not have reasonably foreseen or forestalled. Such circumstances include, but are not restricted to war or threat of war, terrorist activity, riots or civil strife, industrial disputes, natural or nuclear disasters, fire, bad weather, closure of airports, ports or

stations, cancellation or changes in schedules by air, land or sea carriers.

### 8. INSURANCE

Cwmni Urdd Gobaith Cymru has Public Liability Insurance in place, but personal accidents or lost property is not covered. Personal insurance for participants is not included in the course fees. Participants should make their own insurance arrangements for accidents, illness, lost property etc. We strongly advise that you take out Cancellation Insurance when booking your Course.

### 9. HEALTH

Course participants must expect to be involved in adventurous and sometimes strenuous activities. No previous training or experience is required and those taking part on your Course should be willing to become involved in all aspects of the Course. A Health Certificate form will be sent to you with further information. You must complete this and return it with you at the start of the course. All prior injuries or serious illnesses must be declared by all participants. We can take no responsibility in the event of any ailment or aggravation of ailment suffered either during or after the Course which arises from an undeclared injury or illness. Nobody who has been in contact with an infectious disease may take part in Gwersyll yr Urdd Glan-llyn activities within the normal guarantine period. Whilst taking part in a Course participants must comply with our safety and disciplinary regulations. We will take no responsibility for your safety if you wilfully contravene these regulations, and such behaviour may result in you being sent home (see Behaviour below). Any specific queries concerning health or safety should be directed to the Director.

#### 10. BEHAVIOUR

The booker is required at the time of booking to fully advise Gwersyll yr Urdd Glan-llyn, and follow up in writing, of any illness, disability, social or behavioural problems that a participant has, or has recently experienced, which might affect the participant or any other participants during their course. We reserve the right to exclude any participant before or after course commencement, if we have not been fully advised, in the opinion of the Managers, or if his/her behaviour is incompatible with other course participants. If this happens, the booker will be liable for all additional costs incurred or claims from third parties, and we will not be liable for any compensation.

## 11. BROCHURES

Any prices, statements, descriptions, illustrations, photographs, drawings or any other matters contained

in any literature are made in good faith but are not guaranteed to be accurate and are intended merely to represent a general picture of our products and services and shall not form any part of the Contract between us. We reserve the right to amend our products and services from time to time so that the descriptions as set out in our brochures and other literature may not be identical with those set out in our proposal to you.

## 12. COMPLAINTS

We will try to sort out any problems as soon as you notify us of them. If you want to complain during the Course, please inform the Managers. If the problem cannot be sorted out satisfactorily, please notify the Director in writing within 28 days of the completion of the Course, setting out the full details of the complaint. We will reply to you within 28 days of the receipt of your letter.

### 13. CONSENT OF PARENT/GUARDIAN

If there are youngsters under the age of 18 at the time of making the booking, a parent or legal guardian must sign the Health Certificate as having read, understood and accepted these Terms and Conditions and as giving their consent for you to attend and to take part in the Course. Children and young people must be subject to supervision by a responsible adult, at a ratio of 1:15 (secondary school age) and 1:10 (primary school age) unless a prior arrangement is made.

## 14. LIABILITY

We will accept liability for matters which arise as a direct result of our negligence and/or our breach of our contractual duty to exercise care in making arrangements for you including any acts of omission by our employees or agents. In respect of carriage by air, sea and rail and the provision of accommodation our liability in all cases will be limited in accordance with the relevant international conventions. Travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit or exclude liability. Operational decisions may be taken by Air Carriers and airports resulting in delays, diversions or rescheduling. We have no control over such decisions and are therefore unable to accept responsibility for them.