

Field Studies Council

Booking Terms & Conditions

These Booking Conditions, together with our [Data Protection Information](#) and [Privacy Statement](#), Customer Information Document, **Payment Schedule** in Schedule 1 of these Booking Conditions and any other written information we brought to your attention before we confirmed your booking (along with any information relating to changes that you make to your booking, pre-departure), form the basis of your contract with Field Studies Council (FSC). FSC are a charity with charity numbers 313364 (for England and Wales) and SC039870 for Scotland, and a company limited by guarantee with company number 00412621, registered in England and Wales of Preston Montford, Montford Bridge, Shrewsbury, SY4 1HW ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking or the Group Leader, who is responsible for organising the attendance and responsible for the behaviour of a group of individuals in respect of school or other relevant group bookings. References to "you" and "your" also include all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all group participants detailed on the booking that he/she:

- a. has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party, if booking on behalf of a party, are of the appropriate age to purchase those services (unless, where applicable, the parent / guardian has completed the appropriate form that will be brought to their attention);
- d. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking your Arrangements

When you contact us we will set out in writing the details of the booking between us and you. A booking is made with us when you pay us a holding deposit in accordance with the **Payment Schedule** in Schedule 1, and we issue you with a booking confirmation. We reserve the right to return your holding deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking.

2. Booking Price and Payment Schedule

As noted above, we will require a holding deposit (or the full value of the booking if booking within 56 (fifty-six) days) in order to accept and confirm your booking, all bookings will be provisional until receipt of the holding deposit. All payments must be made in accordance with the **Payment Schedule** as applicable to your booking, which are set out in Schedule 1 of these Booking Conditions.

Any prices specified in the **Payment Schedule** will not be binding until your booking has been confirmed by us and may be withdrawn or changed at any time prior to confirmation of your booking and in any event shall lapse after 28 days if we have not received your holding deposit.

3. Security Deposit

If your booking includes the exclusive use of a Field Studies Council Centre and/or substitute centre (which will be detailed in the Booking Agreement), we require a refundable Security Deposit that is payable by you as a deposit towards any damage that may be caused to the Centre (or its facilities) due to the conduct of you, any member of your party or any other person authorised to enter the property by you / a member of your party.

You acknowledge and agree that you are required to provide the Security Deposit in line with your booking payment schedule. The amount will be notified to you before your booking and will be held securely for the duration of your booking and for up to 28 (twenty-eight) days after your departure date.

Deductions for damage

In the event that no loss, damage or unreasonable cleanliness has deemed to have taken place, we aim to refund your Security Deposit within 28 days after your departure from the accommodation.

If you or any member of your party cause damage to the property or anything within the property, we reserve the right to make a deduction from the Security Deposit equal to the costs that we incur plus an administration fee of £30. You are required to notify us of any damage already present upon arrival within 24 (twenty-four) hours and we recommend taking photographs of any existing damage.

When assessing damages, we will consider and disclaim possible maintenance, cumulative wear and tear and any other pre-existing factors that may have contributed to the damage. We will always be reasonable in determining whether to make a deduction to the Security Deposit and we will not make a deduction prior to giving you reasonable time to respond, in the event of a dispute we will retain your card details until a resolution is reached.

If we determine it necessary to make a deduction to the Security Deposit, we will deduct the amount required to replace or rectify the damage (on a like-for-like basis). We will not deduct from your Security Deposit for an amount which exceeds the Security Deposit.

Please note: The Security Deposit does not limit your financial liability against loss of rental income suffered by us or the accommodation owner. Your liability for losses applies even if the value of the loss exceeds the Security Deposit (in which case you will be required to pay the full amount in excess of the Security Deposit).

4. Accuracy of Advertising Material

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

We do our utmost to provide photographs to give you a depiction of the accommodation and services offered. The purpose of these are to show you the level of the accommodation and services and the degree of comfort. Any photographs or diagrams must not be considered to be making any representation for anything other than this purpose.

5. Insurance

We consider that it is very important for you to obtain adequate travel insurance and so obtaining adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions,

cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

6. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, special facilities, learning needs etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We can cater for most special diets as specified by culture, religion and medical concerns including allergies and intolerances providing we have adequate notice. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

7. Cutting Your Booking Short

If you are forced to return home early, we cannot refund the cost of any arrangements or services that you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the services provided we will not offer you any refund for that part of your booking not completed or be liable for any associated costs you may incur. Depending on the circumstances, your own travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

If you do have a complaint regarding your booking, please refer to Condition 12.

8. If You Change or Cancel Your Booking

A. Changes:

If you wish to request a change to any part of your booking after our confirmation has been issued you must inform us (or your group leader, where applicable) in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee that the change(s) will be possible. At our discretion, an amendment fee will also apply of £30 per participant per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change and any changes to which may alter the payments specified in the Payment Schedule. Changes where we may charge an amendment fee include changes to the dates of the booking, changes in venue and any other changes that we deem to be material to the booking.

Please note that amendment charges are not refundable in any circumstances.

B. Cancellations:

If you or any other participant included in your party decides to cancel the booking, in whole or in part, e.g., by reducing the number of participants, you must notify us (or your group leader, where applicable) in writing as soon as possible. Your notice of cancellation, or full details of the reduction in number of participants, will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form (or a person with delegated authority for the booking, where applicable and in accordance with our agreement with them).

Should one or more member of a group cancel taking the number of participants below the minimum required, it may increase the per person booking price of those still travelling and/or the arrangements and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay any outstanding payments at the times specified in the Payment Schedule.

If you wish to reduce the number of participants (subject to always meeting the minimum number as specified in the confirmation email), you must notify us in writing of the reduction and you will be liable to any outstanding charges at the times specified in the Payment Schedule.

Important Note: from time to time the cancellation terms applicable to your chosen arrangements may differ from those that are set out above. Where this is the case we will clearly advise you of the applicable cancellation terms, at the time of booking.

If the reason for your cancellation is covered under the terms of your own insurance policy, you may be able to reclaim these charges.

This Condition 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9. If We Change or Cancel Your Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "Force Majeure" (please see Condition 11) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

10. Disabilities and Medical Conditions

We continually work to enable all participants to enjoy the benefits of our courses and experiences. Where applicable, we require medical, additional educational needs and dietary requirements for all participants in advance of your experience. To ensure we can cater for additional needs of an individual, we require advance notice, to enable us to assess our options, agree actions and plan our course. If you or another participant has any medical problem or disability which may affect your booking or require us to adjust, alter or adapt our courses/programmes, you must provide us with full details so that we can try to advise you as to the suitability and to enable us to cater for individual needs. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges (see Condition 8 and your Payment Schedule) when we become aware of these details.

11. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event which we or the supplier(s) of the service(s) in question could not control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, epidemics, pandemics and significant risks to human health such as the outbreak of serious disease at the travel destination (including the ongoing effects of the COVID-19 pandemic), natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain overseas travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

12. Complaints

We make every effort to ensure that your booking arrangements run smoothly but in the event that you are not satisfied with the course or other services provided in your booking, please inform the relevant FSC Centre Manager during the stay or your booking contact as soon as possible and provide us with the opportunity to rectify the problem at the time. We aim to resolve your complaint promptly, at least before the end of your course or stay with us. If however your complaint remains unresolved after 14 days, please provide full details in writing to customer@field-studies-council.org or FSC Head Office, Preston Montford, Montford Bridge etc. and we will endeavor to find a satisfactory solution. Failure to follow the procedure set out in this Condition 12 may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

13. Our Responsibilities for your Booking

- (1) Subject to the remainder of this Condition 13, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) the act(s) and/or omission(s) of the person(s) affected; or
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) Force Majeure (see Condition 11)
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this Condition 13:**

(a) loss of and/or damage to any luggage or personal possessions and money,

If you bring any valuables, e.g. mobile phone, tablets, jewellery or other personal possessions, you do so at your own risk. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is the total price paid by you in respect of your booking. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in Condition 12.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book whilst away, or any service or facility which your accommodation provider or any other supplier agrees to provide for you.
- (8) Nothing in this Condition 13 or these Booking Conditions shall exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agent or subcontractors, or for fraud or fraudulent misrepresentation.

14. Your Responsibility & Rules

- (1) If you are a group leader, you will be responsible at all times for the general conduct of the group participants throughout the visit or experience. All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others.
- (2) If in our reasonable opinion or in the opinion of any person in authority, you or a member of your party behaves in a way as to cause or be likely to cause danger, upset or distress to any third party, damage to property or behaves unreasonably during their transport via minibus or coach, we or they are entitled to terminate the booking of the person(s) concerned without notice or warning and no refund will be due. In such situations the person concerned and/or the members of their party to leave the course, accommodation or other travel service. Our responsibility to the person(s) in question ceases and you will be responsible for the costs of alternative arrangements and any damages or legal costs incurred.
- (3) All our Centres are non-smoking. Smoking and/or vaping is not permitted in the bedrooms, dining rooms, public rooms or minibuses/other transport. Please ask FSC staff for directions to the designated smoking location or an area where you can vape.

15. Insolvency Protection

We provide financial security for all bookings by way of a bond held by the Association of Bonded Travel Organisers Trust Limited (ABTOT), member number 5049, 117 Houndsditch, London, EC3A 7BT (www.abtot.com). ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with FSC. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811 397 and advise you are a customer of an ABTOT protected travel company.

16. Delays, Missed Transport Arrangements & other Travel Information

If you or any member of your party misses your transport arrangement, it is cancelled or you are subject to a delay that will significantly affect your arrival time for any reason, you must contact us immediately.

17. Excursions

Excursions or other activities that you may choose to book or pay for whilst you are on your booked experience are not part of your contracted arrangements with us. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

18. Government Guidance

You are responsible for making yourself aware of all relevant government guidance, including the Foreign, Commonwealth and Development Office advice concerning the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see Condition 11).

19. Conditions of Suppliers

Some services which make up your booking may be provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

20. Law and Jurisdiction

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

Schedule 1
Payment Schedule

Booking Price and Payment Schedule

Summary Table:

| Type of payment: | Holding deposit | Interim Deposit | Final balance |
|---|--|--|------------------------|
| Schedule A <i>Priced per individual</i> | £100 per person due on booking | n/a | 56 days before arrival |
| Schedule B <i>Priced per individual as part of a group/collective</i> | 10% of booking value subject to a minimum of £500 for residential bookings and £150 per class for non-residential bookings. Due within 28 days of invoice date. | £75 per participant due 6 months before arrival | 56 days before arrival |
| Schedule C <i>Priced as a flat rate for a specific facility or service</i> | 10% of booking value subject to a minimum of £500 for residential bookings and £150 for non res bookings. Due within 28 days of invoice date. | 50% of booking value due 6 months before arrival | 56 days before arrival |

For bookings made within the above specified timeframes, the full value of any deposits or balances due at that time inclusive are required on booking.

As noted above, we will require a holding deposit (or the full value of the booking if booking within 56 days (fifty-six) in order to accept and confirm your booking, all bookings will be provisional until receipt of the holding deposit. All payments must be made in accordance with this Payment Schedule.

The prices specified in this Payment Schedule will not be binding until your booking has been confirmed by us and may be withdrawn or changed at any time prior to confirmation of your booking and in any event shall lapse after 28 days if we have not received your holding deposit in this time.

For all bookings the final balance is due 56 (fifty-six) days prior to your arrival.

Schedule A (*Priced per individual*)

You will be required to pay a holding deposit of £100 per participant.

Schedule B (*Priced per individual as part of a group/ collective*)

You will be required to pay a holding deposit of 10% of the full value of the course. If you are booking a residential course with us (accommodation and educational courses) we require a minimum payment of £500 and if you are booking a non-residential course with us (educational courses only), we require a minimum of £150 per taught class.

If the booking is made less than 6 (six) months but more than 56 (fifty-six) days prior to your arrival, the relevant holding deposit will be required as well as the amount of £75 per participant. Should this value be greater than the total value of the booking, this payment may be held until the balance of the booking is due but this will be at our absolute discretion.



Schedule C (*Priced as a flat rate for a specific facility or service*)

You will be required to pay a holding deposit of 10% of the full value of the course. If the booking is made less than 6 (six) months but more than 56 (fifty-six) days prior to your arrival, the relevant holding deposit will be required as well as the interim deposit amount of 50% of the full value of the course for flat rated bookings. For bookings made more than 6 (six) months in advance of your arrival date, the relevant interim deposit amount will be payable at this time. Should this value be greater than the total value of the booking, this payment may be held until the balance of the booking is due but this will be at our absolute discretion.

For cancellations or changes to your booking, see Condition 8 in our Booking Conditions. Cancellation charges will be in line with payment due at the time of cancellation as specified in this Payment Schedule.