



Corporate Training

Terms & Conditions

1. DEFINITIONS

Activity

The activity, course, tour or event, details of which are set out in the booking confirmation or otherwise agreed in writing by Skern Training & Skills (or any substituted event).

Arrival Date

The arrival date specified in the booking confirmation, or such other date as may be applicable by reference to these conditions.

Booking

The reservation made by the customer and accepted by Skern Training & Skills in accordance with these conditions and as set out in the booking confirmation.

Booking Confirmation

Skern Training & Skills' details of the booking.

Booking Price

The price is set out in the booking confirmation or as otherwise confirmed in writing by Skern Training & Skills.

Cancellation Charges

The cancellation charges payable by the customer are calculated as set out in clause 5.6.

Conditions

The terms and conditions set out in this document and any special terms and conditions agreed in writing between Skern Training & Skills and the customer.

Contract/contracting Party.

The contracting party under these conditions is Skern Training & Skills.

Covid-19 Restrictions

Government guidance and controls in response to a pandemic outbreak.

Customer

The party leader, person, firm, company, or school whose booking is accepted by Skern Training & Skills in accordance with the conditions.

Departure Date

The departure date specified in the booking confirmation, or such other date as may be applicable by reference to these conditions.

Deposits & Purchase Order

The non-refundable first deposit to be paid by the customer as detailed in the booking confirmation.

Alternatively, a booking can be secured by providing a purchase order as per the contractual agreement.

Payment Schedule – STS Corporate Development

The payment schedule provided by Skern Training & Skills as part of the contract (where no such payment schedule or purchase order number has been provided) payment to be made as follows:

First Deposit – 10% payable as per stated on the payment schedule within the booking confirmation (or if the booking is made within 2 months prior to arrival, within 5 days of receipt of booking confirmation).

Balance of Booking Price – 2 months prior to the arrival date (or if the booking is made within 2 months prior to arrival, within 5 days of receipt of booking confirmation).

Payment Schedule – STS Skills Course

The payment schedule provided by Skern Training & Skills as part of the contract (where no such payment schedule or purchase order number has been provided) payment to be made as follows:

Skill courses require the entire balance at the point of booking unless otherwise formally agreed with STS in writing.

Skern Lodge

Skern Training and Skills (abbreviated at STS) is a part of Skern Lodge. Within this document, all references to Skern Lodge, Skern Training and Skill or STS, should be treated as the same entity.

Venue

As detailed in the booking confirmation.

2. CONDITIONS APPLICABLE

- 2.1 The conditions apply to the contract to the exclusion of all other terms and conditions.
- 2.2 Skern Training & Skills reserves the right to update these conditions from time to time by notifying the customer in writing of the updated conditions. Any updated conditions shall not apply to any existing bookings but shall apply to any new booking made more than 30 days following notification to the customer of the updated conditions.
- 2.3 Any representations made by Skern Training & Skills' employees or agents concerning the booking or the activity shall not be incorporated into the contract unless confirmed in writing by Skern Training & Skills and in entering into the contract the customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4 Any quotation given by Skern Training & Skills may be withdrawn at any time prior to acceptance by the customer and in any event shall lapse after 30 days.
- 2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Skern Training & Skills shall be subject to correction without any liability on the part of Skern Training & Skills.
- 2.6 For the avoidance of doubt the contract is between the customer and Skern Training & Skills and any claim for non-payment of the booking price or any part thereof shall be brought against the customer. The customer shall be responsible for ensuring that it makes all appropriate arrangements with party member(s) for receipt of deposits and any other payments due in connection with the booking.

3. ACTIVITY, PRICING AND CENTRE INFORMATION

- 3.1 The details published in various brochures and leaflets are compiled from information which to the best of Skern Training & Skills' knowledge is up-to-date and accurate at the time of going to press (the print date appearing in each brochure or leaflet). In the event that Skern Training & Skills becomes aware that any information contained within such materials is or has become inaccurate Skern Training & Skills will use reasonable endeavors to bring this to the attention of the customer.
- 3.2 Prices are set in good faith based on the current year and Skern Training & Skills reserves the rights to amend price bands.

4. BOOKING PROCEDURES & CONTRACT FORMATION

- 4.1 Skern Training & Skills shall generate a booking confirmation in response to a booking enquiry made by the customer whether by submission of an order form or by other written or oral enquiry received from the customer.
- 4.2 In the event that Skern Training & Skills agrees to accept a provisional booking, such provisional booking will be held at the discretion of Skern Training & Skills and Skern Training & Skills shall not be liable to the customer or any party member in the event Skern Training & Skills is unable or unwilling to provide a booking confirmation which incorporates the customer's preferred dates.
- 4.3 A booking can be secured by providing a purchase order, please refer to contract for details.
- 4.4 The customer shall not be entitled to make any alteration to any documentation issued by Skern Training & Skills. Any alteration required to any booking provided by Skern Training & Skills should be notified to Skern Training & Skills as soon as possible and in the event Skern Training & Skills is able to satisfy the customer's requirements Skern Training & Skills shall send to the customer a revised booking confirmation.

5. CHANGES AND CANCELLATIONS

- 5.1 Should the customer wish to make any alteration to the booking the requested alteration shall be notified to Skern Training & Skills in writing by the main contact(s) promptly in which case Skern Training & Skills may accept such alteration (subject to any increase in the booking price, administration charges and changes to the payment schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration, the main contact(s) should telephone **Skern Training & Skills on 01237 809469** to discuss the required alteration. Skern Training & Skills will not make any alteration to the booking unless a written request is received from the main contact(s).
- 5.2 The customer acknowledges and agrees that the booking shall only cover those party members specified in the

booking confirmation or otherwise agreed in writing with Skern Training & Skills in accordance with the conditions and that no individual who is not a party member will be permitted to engage in any activity or remain at any Centre.

- 5.3 Skern Training & Skills reserves the right to make changes to the booking which are required to conform to any applicable safety or other statutory requirements, or which are not of a material nature.
- 5.4 All itineraries and programmes are subject to alteration due to weather and/or operational factors and Skern Training & Skills reserves the right to change the accommodation or other facilities or services included in the contract for others of reasonably equal suitability without prior notice or liability and without an alteration to the booking price.
- 5.5 Material changes may be necessary by reasons of prevailing weather conditions, operational considerations and matters beyond the control of Skern Training & Skills. Accordingly, Skern Training & Skills reserves the right to make changes which are of a material nature and in such circumstances will inform the customer as soon as reasonably possible. In such event the customer shall have the following options:
- (a) to accept the change (subject to payment of any additional charges) in which case the contract shall be deemed to be varied accordingly or
 - (b) to book a substituted activity or
 - (c) to cancel the booking or such part of the booking as is affected by a material change, subject to conditions in 5.7.

But no compensation shall be payable in circumstances where a material change is necessary as a result of factors outside the control of Skern Training & Skills or as the result of any act of Force Majeure.

For STS Skills Courses - Where Skern Training and Skills makes changes to "Skills Course" of a material nature before the course, the customer shall be entitled to compensation of alternative dates or a full refund. Skern Training and Skills will contact you 14 days before the course if the course is not going ahead, with alternative dates or a full refund. We take no responsibility of additional cost incurred that are not part of the booking made directly with Skern Training and Skills or Skern Lodge.

- 5.6 The customer shall be entitled to cancel the booking in total or for any of the party member(s) subject to the party leader(s) providing Skern Training & Skills with written notice and payment of the cancellation charges:

STS Corporate Development courses

Date of Booking -10%*

Between date of booking and 9 months prior to arrival date - 15%*

Between 9 months and 6 months prior to arrival date - 25%*

Between 6 months and 3 months prior to arrival date - 50%*

3 months or less prior to arrival date - 100%*

*% of final balance paid.

STS Skills courses

Greater than 21 days before date of the booking we will offer alternative dates, or a full refund if required.

Within 21 to 14 days of the booking we will offer alternative dates, or a full refund if required, with an administrative fee of £25.

Within 14 days of the booking there will be no refund of the booking.

- 5.7 Without prejudice to any other right or remedy available to it, Skern Training & Skills shall be entitled to cancel the contract and refuse entry to the Centre without any liability in the event the booking price is not paid in accordance with the payment schedule in which case the cancellation charges shall apply calculated from the date at which notice of cancellation is given by Skern Training & Skills. If You fail to provide any information requested by us; if we in our sole discretion, consider that the Course is unsuitable for you or your group. In the event of cancellation under this clause 5.6.
- 5.8 Without prejudice to any other right or remedy available to it, Skern Training & Skills shall be entitled to cancel the contract or such part of the contract as may be determined by Skern Training & Skills without liability on receipt of any notice received from the customer or party leader(s) by reference to clause 7.4, in which case the cancellation charges shall apply calculated from the date at which notice of cancellation is given by Skern Training & Skills.

- 5.9 Where, on the date the Customer is due to commence a Booking, there is a national or regional lockdown in effect under a law or regulation which it means it is unlawful for members of the general public leave the area in which they are staying or to travel to the place of Booking, without prejudice to any other rights available to either Skern Training and Skills or the Customer, Skern Training and Skills shall:
- Offer the Customer an alternative date for the Booking; or
 - Offer the Customer a different Skern affiliated Centre (provided such an option does not breach any law or regulation in force at that time).

In the event that no available alternative date or Centre which Skern Training and Skills can offer can be agreed between Skern Training and Skills and the Customer, then provided that on the day of the commencement of the Booking, there is in place any law or regulation in force under which it would be unlawful for the customer to leave the area in which they are staying or to travel to the place of Booking, the Customer may cancel the Booking and Skern Training and Skills shall refund any payments made by the Customer in full.

6. BOOKING PRICE AND PAYMENT SCHEDULE

- 6.1 Subject to any special terms agreed in writing between Skern Training & Skills and the customer, the customer shall make payment for the deposits and the booking price as set out in the payment schedule. Skern Training & Skills shall not send payment reminders and the customer must ensure that payments are made by the relevant due dates.
- 6.2 If at any time before the arrival date Skern Training & Skills deems it necessary to increase the booking price to give effect to any increase in cost to Skern Training & Skills in providing the activity or services (including any increase in the rate of VAT) applicable written notice of any such increase shall be given to the customer increasing the booking price and in the event such increase:
- does not exceed 5% of the booking price: the customer shall not have the right to cancel the contract.
 - Exceeds 5% of the booking price: the customer shall have the right to cancel the contract within 14 days of receipt of such notice and Skern Training & Skills shall refund in full all sums paid in respect of the booking (excluding interest).
- 6.3 Notwithstanding the provisions of clause 6.2 above, any increase in the cost to Skern Training & Skills necessitating an increase in the booking price which is a result of any change which is requested by the customer or as a result of any delay caused by any instructions of the customer or failure of the customer to give to Skern Training & Skills adequate information or instructions shall not entitle the customer to cancel the contract on receipt of a written notice of such increase in the booking price other than as provided in clause 5.7.
- 6.4 If the customer fails to make payment in accordance with the payment schedule then without prejudice to any other right or remedy available to it Skern Training & Skills shall be entitled to charge the customer interest at the rate of 3% per annum above National Westminster Bank PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7. CUSTOMER'S OBLIGATIONS

- 7.1 Participation in activities requires party member(s) to be in good health and have a reasonable basic level of fitness.
- 7.2 The company accepts responsibility for the general conduct of their employees throughout the stay and the company shall ensure that:
- If there are under 18-year-olds attending, the employer shall ensure that 'in loco parentis' provisions are made for under 18's at all times. Skern Training & Skills staff provide training & activity instruction only to groups during sessions.
 - take all reasonable steps to minimize disturbance to other guests and prevent damage to the property.
 - all local laws relating to the consumption of alcohol or illegal substances are at all times obeyed by the company and employees.
 - ensure that no party member smokes in any part of the venue other than in those areas marked as designated smoking areas.
 - suitable arrangements are made for the exclusion of any party member who fails to comply with the provisions of this clause or the reasonable instructions of Skern Training & Skills.
 - Skern Training & Skills is reimbursed in full on or before the departure date in respect of all loss or damage caused or contributed to by any party member.
 - all appropriate measures are taken for the protection and security of any valuables baggage, or other

personal possessions responsibility for which shall remain with the customer and the party member(s).

- 7.3 The operation of the Centre is subject to statutory controls including those relating to fire, licensing, entertainment, safety of equipment and the customer and the party leader(s) shall ensure that all party member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.
- 7.4 The customer and the party leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by Skern Training & Skills to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastroenteritis. In particular (and without limitation) the customer and/or the party leader(s) are required to advise Skern Training & Skills if any party member has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 4 weeks prior to the arrival date. In the event that cancellation of the booking of the relevant party member is necessary the appropriate cancellation charges will apply but these may be reclaimable if covered under the terms of any travel insurance policy taken out by the customer or the party member(s).
- 7.5 The customer must advise Skern Training & Skills at the time of making any booking or as soon as the customer becomes aware of any special needs or care requirements required for any party member(s) and the customer acknowledges that Skern Training & Skills does not provide routine or special assistance to party member(s) in respect of any such special needs or care requirements.
- 7.6 Skern Training & Skills reserves the right to decline any booking or exclude any party member at any time prior to or during the activity if in Skern Training & Skills' opinion the inclusion of that party member is not compatible with the general enjoyment and well-being of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the customer.

8. COMPLAINTS

- 8.1 In the event that the customer is not satisfied with the activity or services provided by Skern Training & Skills, the customer or party leader(s) must notify the Skern Training & Skills appropriate Manager during the course of any claim the customer intends to pursue thereby affording Skern Training & Skills the opportunity to rectify any problem raised. If it is not resolved immediately the customer should write to Skern Training & Skills immediately and Skern Training & Skills will endeavor to find a satisfactory solution subject to the liability limits in Clause 9. Skern Training & Skills shall not accept liability for any complaint which is not notified to Skern Training & Skills in writing within 28 days of the departure date. Please see our complaints policy on our website for more details.
<https://www.skerntrainingandskills.com/policies>

9. LIABILITY

- 9.1 Any liability of Skern Training & Skills hereunder (except in respect of death or personal injury caused by Skern Training & Skills' negligence or that of its employees or agents which is not limited or excluded by these conditions) for any delay in performing or any failure to perform any of Skern Training & Skills' obligations in relation to the booking shall be limited to the excess (if any) of the cost to the customer in the cheapest available market of similar services to replace those not performed over the booking price, and in all cases with a maximum liability per Clause 9.2.
- 9.2 In all cases (except where personal injury, illness, or death results) Skern Training & Skills' liability is limited to twice the party member price (excluding insurance premiums and amendment charges) of the party member affected in total.
- 9.3 Except in respect of death or personal injury caused by Skern Training & Skills' negligence or that of Skern Training & Skills' employees or agents, Skern Training & Skills shall not be liable to the customer or any party member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by Skern Training & Skills' negligence or that of Skern Training & Skills' employees or agents or otherwise) which arise out of or in connection with the booking.
- 9.4 Subject as expressly provided in these conditions, all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by law.

10.FORCE MAJEURE

Skern Training & Skills shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Skern Training & Skills' reasonable control including strikes, lock-outs, labor disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement.

11.SPECIAL REQUESTS

All special requests should be made at the earliest opportunity in writing. Skern Training & Skills will endeavor to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

12.PHOTOGRAPHY AND MARKETING

- 12.1 At certain times Skern Training & Skills retains professional photographers to take pictures at centers for use in promotional material. If any members of your group do NOT want to appear in any such photography the party leader(s) should notify us prior to their visit and advise the Course Director at the Centre upon arrival.
- 12.2 Skern Training & Skills uses elements of customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please could you inform us on any written material that you submit to us.

13.DATA PROTECTION

Skern Training & Skills has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to party members will only be used by Skern Training & Skills to fulfil our obligations under the contract including in the administration of your booking and in the arrangement and provision of the activity and in complying with our obligations in relation to health and safety and other regulatory obligations as well as for informing you about Skern Training & Skills' products and services. All personal data is processed in accordance with data protection legislation.

14.GENERAL

- 14.1 Skern Training & Skills will ensure that all necessary safeguarding arrangements will be discussed and arranged as part of the contract.
- 14.2 The headings in the conditions are for convenience only and shall not affect their interpretation.
- 14.3 Skern Training & Skills may perform any of its obligations or exercise any of its rights hereunder by itself or through its employee's agents or sub-contractors.
- 14.4 No waiver by Skern Training & Skills of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or other provision.
- 14.5 No failure by Skern Training & Skills to exercise any power given to it or to insist upon strict compliance by Skern Training & Skills with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Skern Training & Skills' rights under the contract.
- 14.6 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these conditions, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 14.7 If any provisions of these conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.
- 14.8 Any notice given hereunder must be given in writing and delivered or sent by post to the residence or principal place of business of the party to whom it is addressed.
- 14.9 The contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

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