

## **Oakham School Accommodation Booking – Terms & Conditions**

Oakham School Enterprises Limited are a registered company whose registered address is College House, Chapel Close, Market Street, Oakham, Rutland LE15 6DT and referred to in these terms and conditions as 'OSEL' 'we' or 'us'

### **1. General**

#### **1.1**

Glossary

"Booking" means a booking for a stay at Oakham School and includes accommodation, any meals and any Third Party Services;

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

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

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

"Product" means a book, souvenir or other product sold by OSEL;

"Third Party Services" means WiFi,

"Writing" means letter, fax or email;

"OSEL" means Oakham School Enterprises Ltd

#### **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 or purchasing a Product**

### **2.1**

All Bookings and Products are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the Booking or the purchase of the Product 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 and Products are subject to availability and OSEL reserves the right to decline any Booking or purchase of a Product at its discretion.

### **2.2**

A Booking cannot be amended unless agreed between an authorised representative of OSEL and you.

### **2.3**

Bookings to stay at Oakham School Boarding House Accommodation for Bird Fair 2020 may be made by visiting our website at <https://oakhamschoolenterprises.co.uk/birdfair>

### **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 via the website in clause 2.3 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.

## **3. Payment**

### **3.1**

Payments shall be made at the time of booking by PayPal via the OSEL online booking system.

### **3.2**

In order for us to confirm your Booking or purchase you must pay us the appropriate sum, as set out below: -

### **Individual Bookings 3.2.1**

for Bookings made via the OSEL Contact Centre, or on the OSEL Website, full payment is required when you request a Booking;

Single Rooms £60 per room per night, twin rooms £90 per room per night & triple rooms £120 per room per night.

### **Purchases of Products 3.2.2**

for purchases of all Products full payment is required at the time of purchase.

### **3.3**

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 OSEL.

## **4. If you change your Booking**

### **4.1**

Changes requested from the date your Booking is accepted will be treated as cancellations (see clause 5 below).

## **5. If you cancel your Booking - our refund policy**

### **5.1**

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

### **5.2**

All refunds are calculated according to the time between notification of the cancellation being received by OSEL and the time of the first night of your stay. The first night of your stay is defined as starting at 2pm.

### **5.3**

Individual Bookings - Your Booking must be cancelled via email to [osel@oakham.rutland.sch.uk](mailto:osel@oakham.rutland.sch.uk).

#### **5.3.1 Accommodation bookings**

Please note that you cannot cancel part of a Booking without cancelling the whole Booking and re-booking. Such cancellations will be subject to our refund policy below.

|  | <b>Cancellation of the whole Booking</b> |
|--|--|
| 60 days prior to booking date or more notice | We will refund 70% of the total Booking. |
| Less than 60 days' notice                    | No refund                                |
| No Show                                      | No refund                                |

#### **5.4 Cancellation due to COVID-19**

If Birdfair cancel the event then a full refund will be given unless this is less than 30 days from the event. In this scenario only 85% of the booking fees will be refunded.

#### **6. If we change your Booking**

In the unlikely event it becomes necessary to change your Booking, in total or in part, OSEL will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of: accepting the changed arrangements; or purchasing another Booking from OSEL (and paying or receiving a refund in respect of any differences); or cancelling your Booking and receiving a full refund of all payments made.

#### **7. Delay or Failure to Perform**

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.

#### **8. Our liability to you**

##### **8.1**

OSEL 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.

##### **8.2**

All accommodation provided it that which is used by the school. Bed types may vary from low / high beds. If you have specific accommodation needs (for example ground floor etc.) please contact us prior to your arrival so we can endeavor to meet your needs where possible. There are no locks provided on individual bed room doors, however all houses are controlled by keypads to ensure the building is secure at all times.

##### **8.3**

Where an element of your Booking is not provided to the standard stated in clause 8.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with clause 8.1 you shall be entitled to choose between: a full refund of the cost of your order (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you; or a free stay to the equivalent value of the services complained of, where such dates are agreed in writing by us.

#### **8.4**

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 business or trade losses.

#### **8.5**

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.

#### **8.6**

Except in relation to death or personal injury caused by our negligence OSEL'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.

### **9. Behaviour**

If your behavior or the behaviour of any member(s) of your booking is deemed to be unacceptable or causes damage, your Booking may be terminated and you may be asked to leave OSEL premises.

### **10. Written communication**

When using our website you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. By using this website 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.

### **11. Governing Law and Jurisdiction**

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

### **12. Severability**

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.

### **13. Changing these Terms and Conditions**

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.

### **14. Your Information**

The information you supply will be securely held by Oakham School Enterprises Ltd and will be used for the purposes of carrying out your contract, in order to collect feedback on the services you have used and to advise you of future opportunities to book Birdfair services. If you do not wish to receive requests for your feedback, please let us know by: emailing us at [\*\*osel@oakham.rutland.sch.uk\*\*](mailto:osel@oakham.rutland.sch.uk). In the event that your booking is withdrawn or you are notified that you are no longer able to stay at OSEL properties (on the grounds of unacceptable behaviour), your personal details will be shared with all OSEL properties to ensure that you are not permitted to stay in the future.