

BREAKS-AWAY RESPITE SERVICES C.I.C. TERMS & CONDITIONS

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

1. Service

- 1.1. Breaks-Away Respite Services C.I.C. provides a service to adults with disabilities by the provision of a staffed event. Each event will be clear in detailing what is included e.g. accommodation, meals, entry costs etc.
- 1.2. All activities, outings and holidays must be booked by an appropriate adult aged 18 years+. **For the purposes of these terms and conditions, all business booked with Breaks-Away Respite Services C.I.C. will be referred to as an 'event'. This includes travel; staffing; accommodation; meals and associated activities.**
- 1.3. Breaks-Away Respite Services C.I.C. will only cater for clients aged 18 years +.
- 1.4. Breaks-Away Respite Services C.I.C. has the right to withdraw or amend an event if the minimum number of clients is not met.

2. Deposits

Where deposits are required for an event, they are non-refundable **without exception**.

3. Payment

- 3.1. Balance of payments will be required before the commencement of each event at a date agreed by the Company Directors at their discretion. This will depend on the cost and type of event booked.
- 3.2. Payment made on receipt of a Breaks-Away Respite Services C.I.C. invoice can be made by BACS, cheque or cash (preferred option is BACS payment).

4. Cancellation

4.1. Once payment has been made in full, any cancellation made by, or on behalf of a client must be brought to the attention of the Company Directors immediately. Breaks-Away Respite Services C.I.C. will endeavour to recover a refund for the cost of the event based on the factors given below. There will also be instances where a refund will not be possible and additional charges may be made depending on circumstances.

4.1.1. If booked via a third-party organisation, Breaks-Away Respite Services C.I.C. will adhere to the cancellation policy of that company. However, this may include a no-refund policy.

4.1.2. If the cancellation has an adverse effect on a group costing for an event, then any loss incurred by Breaks-Away Respite Services C.I.C. will be deducted from any refund.

4.1.3. Any cancellation that incurs an administration fee by a third-party organisation hosting an event will be met by the client or those acting on their behalf.

4.1.4. Breaks-Away Respite Services C.I.C. cannot be held responsible for any loss incurred due to the cancellation of an event or the inability to travel to an event based on instruction received from the Home Office or Foreign Office that may affect the safety of clients or staff e.g. pandemic, terrorist incident or natural disaster etc.

4.1.5. The company reserves the right to charge a £20.00 administration fee for any cancellation that incurs time and effort on our part.

4.2. If the balance of payment for an event has not yet been paid in full by the client or those acting on their behalf and they wish to cancel their participation in the event prior to its commencement, an extra payment may still be due from that person should it have an adverse effect on the costs for the group event. This may be in addition to any deposit already paid to the company. For example, ten clients pay a deposit of £50.00 for an event that has a group discount applied. If a client then cancels their booking and no other person can be found to take their place, the group discount may no longer apply and the remaining clients may have to pay extra for the event. Breaks-Away Respite Services C.I.C. would then invoice the individual who cancelled their place for the extra costs incurred.

4.3. Breaks-Away Respite Services C.I.C. cannot be held responsible for any loss incurred due to the cancellation of an event made by a third-party organisation hosting an event that is beyond the control of the Company Directors e.g. liquidation, administration etc.

4.4. With reference to the above, Breaks-Away Respite Services C.I.C. strongly advises that clients have appropriate travel insurance to cover all eventualities associated with any particular event. This must be booked by the client or those acting on their behalf and will not be the responsibility of Breaks-Away Respite Services C.I.C.

5. Behaviour

If a client displays aggressive or challenging behaviour which impacts on the safety of the group or staff members, it will be the responsibility of the parents or carers to collect the client from the event at their own expense.

6. General sickness and Covid-19 symptoms

6.1. Should any client fall ill or show any symptoms of Covid-19 prior to an event, please do not allow them to attend as they may be contagious to other clients or staff.

6.2. If a client falls ill or shows signs of Covid-19 symptoms while they are away, the parents or carers of that person will be required to collect them or make arrangements to have them brought home at their own expense. Breaks-Away Respite Services C.I.C. may be able to help facilitate with transport and care, but the costs of such services will be met by the client.

6.3. While every possible precaution will be taken to ensure that our clients do not also catch anything contagious, Breaks-Away Respite Services C.I.C. cannot be held responsible should other clients fall ill during an 'event' if the Company Directors or staff are not aware of any pre-existing illnesses or symptoms.

6.4. Unfortunately, it may not be possible to refund the cost of an event at such short notice if a client cannot attend due to illness. This will also apply should a client fall ill during an event.

7. Personal Information

7.1. Clients personal information will be held securely and safely by Breaks-Away Respite Services C.I.C. and its staff as per the company's Information Governance and Confidentiality Policies. Personal information will only be shared with third party organisations in the interest of meeting the needs and safety of the clients.

7.2.Breaks-Away Respite Services C.I.C. will never sell or pass on personal information to companies for the purpose of selling or advertising.

Law

This agreement is governed by English Law.

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