



THE ATTINGHAM TRUST

FOR THE STUDY OF HISTORIC HOUSES AND COLLECTIONS

Booking Terms & Conditions

Please read these terms & conditions carefully as they form the basis of your agreement with The Attingham Trust. Once you secure your place on the course by accepting in writing (by email or letter) you are accepting these terms and conditions.

The Attingham Trust is a registered educational charity. Our courses are provided occasionally, on a not-for-profit basis, and to a limited number of participants. Our courses do not constitute a “package holiday” and we are not a “Package Organiser” for the purpose of the Package Travel and Linked Travel Arrangements Regulations 2018 (as amended). Our courses are consequently exempt and we will not provide cover for any liability arising from PTR’s.

Standard terms and conditions are set out in clauses 1-13 below. In addition, clause 14 deals specifically with circumstances related to Covid-19 and other infectious diseases.

1. THE AGREEMENT

The agreement comes into effect once you have accepted in writing (by email or letter) an offered place on the course. Any scholarship offered to you will be clearly stated in the offer letter.

2. PAYMENT.

Course fees should be paid by the due date specified on your invoice. If the monies are not paid in time, we reserve the right to cancel your place on the course and apply the cancellation conditions as set out in clause 6 below.

3. TRAVEL ARRANGEMENTS

You are responsible for all travel arrangements to the stated meeting point for the course. You are advised to take out appropriate insurance cover for your travel arrangements and/or to book fares which are protected and refundable (see also clause 7 below), and to pay third party suppliers by credit card.

4. TRAVEL INSURANCE

For overseas delegates it is an essential condition of attending an Attingham Trust course that you take out adequate travel insurance covering your personal requirements, including at least the provision of sufficient medical cover for illness or injury and repatriation and, ideally, cancellation charges and loss of property. We require you to confirm that this is in place and provide us with an emergency contact number before you join the course.

The Attingham Trust will not be liable for any costs howsoever arising by delegates, in respect of which insurance cover would otherwise have been available. We will assist as far as possible with additional accommodation or transport in the event of illness or other personal reasons and will agree arrangements and payment at the time.



THE ATTINGHAM TRUST

FOR THE STUDY OF HISTORIC HOUSES AND COLLECTIONS

5. CONDITIONS OF SUPPLIERS

Some of the arrangements which make up the course are provided by independent suppliers, in accordance with their own terms and conditions which will form part of your agreement with us.

Some of these Terms & Conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these Terms & Conditions can be made available on request from us or the supplier concerned.

6. CANCELLATION BY YOU

If you have to cancel your place on the course we must be informed in an email or letter. Fees are non-refundable. However, we will make every effort to offer your place to another delegate and give you the option of re-applying for a future course. If we are able to find a replacement delegate, we will offer repayment of fees less costs incurred.

7. CHANGES OR CANCELLATIONS BY THE ATTINGHAM TRUST

We reserve the right to make changes to the course. We will, if practical, advise you in advance, but we are not obliged to do so.

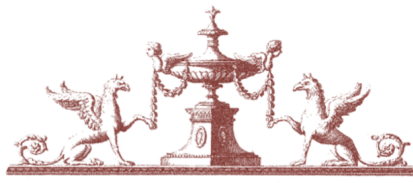
Only in the most exceptional circumstances would The Attingham Trust ever consider cancelling a course. If we have to cancel a course for any reason, we will inform you as quickly as we can.

If we do have to cancel the course for any reason excluding "force majeure", we will make a full refund of all monies paid to us. We cannot be held responsible for any additional costs outside the course programme. Please note this includes any travel costs, so when making travel arrangements you are strongly advised to take out cancellation insurance cover or to book fares which allow refunds.

In an exceptional circumstance, we may be forced by "force majeure" (see clause 8) to change or terminate the course during the programme. This is extremely unlikely but if this situation does occur, we will endeavour to provide you with as much information and general assistance as we can. However, we regret we may be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

8. FORCE MAJEURE AND EVENTS BEYOND OUR CONTROL

For the purpose of these Terms & Conditions, "events beyond our control" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid even if all reasonable measures had been taken. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity (and threat thereof), industrial dispute, significant risks to human health such as the outbreak of serious disease at the travel destination, global epidemics or pandemics (including, but not limited to the ongoing effects of Covid-19 or any new strain of the coronavirus), natural or nuclear disaster, adverse weather conditions, the act of any government or other national or local authority, labour strikes, lock closure, fire, chemical or biological disaster, and all similar events outside our control (including the death or serious injury to the monarch or a member of the royal family). We regret we cannot accept liability or pay any compensation where the performance or



THE ATTINGHAM TRUST

FOR THE STUDY OF HISTORIC HOUSES AND COLLECTIONS

prompt performance of our obligations under our agreement with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of “force majeure” or “events beyond our control”.

9. CONCERNS/COMPLAINTS

If you have any concern or complaint whilst on the course you must make it known at the earliest opportunity to the Course Coordinator or Course Director so that any problem may be remedied on the spot. If they are unable to resolve the problem to your satisfaction and you still have a complaint you should put it in writing (by email or letter) at the time and then send it to us within 30 days of your return. We will do our best to resolve the problem and/or investigate it fully to reach an amicable solution. We regret we cannot accept liability for any claims, which are not notified to us strictly in accordance with this clause.

10. BEHAVIOUR

The Attingham Trust reserves the right at its reasonable discretion to terminate the participation of any course delegate whose conduct is disruptive or detrimental to the enjoyment of other delegates, or whose conduct may prejudice the reputation of The Attingham Trust with our suppliers, house owners or accommodation providers. In that situation, The Attingham Trust shall have no further responsibility or liability to you.

The departure of a coach will not be delayed for delegates who are not on board by the stated departure time.

11. HEALTH & FITNESS

Attingham courses are intensive and require a sustained level of mobility and fitness. Participants should be in general good health and comfortable with a moderate to high level of physical activity. Depending on the itinerary, activities may include extended periods of walking and standing, navigating uneven pavements, cobblestones, stairs, narrow passageways, and entering historic buildings or private homes that may not have lifts or step-free access. Some visits may also involve time outdoors, including in gardens, parkland, woodland or other rural environments, where participants may encounter insects and are advised to take appropriate precautions against bites. The schedules are intensive, involving active 12-hour days, sometimes longer, and regular coach journeys. There are no ‘rest’ days.

For the safety and enjoyment of everyone, participants are expected to follow the instructions of the Course Director(s) and Coordinator(s) throughout the tour. If, in the reasonable opinion of the Course Director(s), it transpires that a participant is unable to cope or to continue safely, we may ask them to opt out of certain visits or make alternative arrangements where reasonably possible or to leave the tour altogether. Any such changes would be at the participant’s own expense.

By accepting a place, you are stating that you have understood what we are asking of you and are fit to participate fully. If you have any medical conditions, injuries, special dietary requirements or concerns about your ability to participate, we recommend consulting your healthcare provider and contacting us so that we can discuss whether the course is a good fit for you. If you are in any doubt about this,



THE ATTINGHAM TRUST

FOR THE STUDY OF HISTORIC HOUSES AND COLLECTIONS

please seek advice from the Course Coordinator before you accept a place. If such a medical condition, injury, requirement or concern arises or develops subsequent to accepting a place, please contact the Course Coordinator as soon as possible.

While we will make reasonable efforts to accommodate accessibility requirements where possible, the nature of some venues and routes may limit the adjustments that can be made and as we are dependent on external suppliers it may not always be possible to guarantee that all requirements can be met. The locations, services and facilities that we or our suppliers use or provide may not necessarily be equipped for wheelchair access or other accessibility requirements. We have no liability to you if such requirements are not met and any extra cost arising in respect of such requirements that are met will be at your own expense.

Our goal is to ensure that every participant has a safe, enjoyable, and rewarding experience, and we are always happy to answer any questions about the physical requirements of a tour before you book.

Acting reasonably, The Attingham Trust reserves the right to refuse to take participants who have not provided all relevant details of any medical condition, disability, infirmity or other factors which affect your ability to participate in the course at the time of booking or as soon as any such condition etc. develops, if later. If we are unable to properly accommodate your needs, we regret we will not be able to confirm your place on the course.

12. LIABILITY

The Attingham Trust holds a Commercial Combined Insurance Policy, which includes Public and Products Liability Cover for its activities as a provider of educational courses for selected delegates.

Subject to the remainder of this clause, we have a duty to either select the suppliers of the services making up your course with us with reasonable skill and care (where we use the services of third party suppliers to provide your course) or to provide the services you have booked with reasonable skill and care (where we are performing those services). We have no liability to you except in cases where it is proved that we have breached that duty and damage to you has been caused.

- (1) 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. unusual or unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (2) If we are found liable under this clause, for claims which do not involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your course.



THE ATTINGHAM TRUST

FOR THE STUDY OF HISTORIC HOUSES AND COLLECTIONS

- (3) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (4) 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.
- (5) Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your place on the course prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our agreement with you: or (b) relate to any business.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our marketing materials or website.

You will be personally responsible for your own possessions throughout the course.

13. JURISDICTION

All matters arising from your agreement with us are governed by English law and are subject to the exclusive jurisdiction of the English courts.

14. COVID-19 AND OTHER INFECTIOUS DISEASES

The Attingham Trust cannot be held responsible for any losses due to restrictions or disruption to travel or to a course due to the Covid-19 or similar pandemic.

- We will review and adhere to recommended safety protocols to safeguard delegates should these become necessary. All course members will be advised of these as soon as practically possible, and participants will be expected to adhere to any changes in requirement as we act to safeguard their wellbeing.
- Insurance
For overseas participants travelling to the UK, we advise that you purchase specialist travel insurance that includes specific cover for Covid-19 related issues and incidents which may affect your travel arrangements. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- i) If you test positive for Covid-19, or any other infectious disease, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19), or any other infectious disease, and have to self-isolate for a period of time.



THE ATTINGHAM TRUST

FOR THE STUDY OF HISTORIC HOUSES AND COLLECTIONS

- ii) If you fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with attending our course, or any part of the course, or you are required to self-isolate. (Your travel insurance may cover some of these costs for you – please check the policy wording.)

If any of the events at (i) or (ii) above occur:

- within 14 days of the commencement of the course, you must contact us immediately as you may no longer be able to participate.
This will result in the cancellation of your place on the course, in which case we will regrettably need to impose our standard cancellation charges as at the date of cancellation by you (see Clause 6). You may be able to claim these costs back from your travel insurance – please check your policy wording.

October 2026