



Booking terms and conditions September 2018

In these terms and conditions

'You' or 'Your' means the person named in the confirmation pack. 'We' or 'Us' means the National Trust for Places of Historic Interest or Natural Beauty (Registered charity no. 205846) of Heelis, Kemble Drive, Swindon, Wiltshire, SN2 2NA.

Please read these terms and conditions carefully before making your booking.

1. Age limits

1.1. You must be over 18 to book on a working holiday, with the exception of youth discovery holidays which are specifically for 16–18 year olds. Please note that if you are under 18 years of age, a parent or guardian must sign the form. Apart from youth discovery holidays, there is no upper age limit as long as you can carry out the task at hand. The family holidays are designed for families with children aged between 6–17 years old.

2. Payment

2.1. You will be required to pay the full sum of your working holiday at the time of booking.
2.2. Please note payment by cheque is only accepted from cheques drawn from a bank based in the United Kingdom. This is due to the time and cost incurred in clearing cheques from outside of the United Kingdom.

3. Cancellations

3.1. If you cancel your holiday

3.1.1. Please do not apply for a working holiday unless you are certain you can attend. If

you want to cancel your booking, please advise us as soon as possible. If you cancel your holiday and there are more than 65 days before your booked departure, we will provide you with a refund of the price of your booking.

3.1.2. To cover the cost of processing your cancellation, and to compensate us for the risk that we may not be able to resell the working holiday place (including any travel arrangements), we will charge a cancellation fee of £25. If you cancel your holiday within 65 days of your departure date, we regret that we cannot provide you with a refund. The person who made the booking is responsible for paying the cancellation charge.

3.2 If we cancel your holiday

3.2.1. We aim to provide your holiday as booked but, if there are not enough people booked on your holiday, we may need to cancel it. For holidays to run successfully, each holiday will have a minimum number of required participants. In the unusual event of your holiday not reaching this minimum, we will contact you at least 42 days before the start date to offer an alternative holiday or a full refund. In light of this we recommend you do not purchase your travel tickets until there are less than 42 days before the start date. Regrettably, there may be instances where we need to make a last-minute cancellation to a working holiday due to a number of different reasons beyond our

reasonable control. We will make every effort to do this only as a last resort and where absolutely necessary.

- 3.2.2. If in the unfortunate circumstance that we do need to cancel your holiday, we will try where possible to offer you an alternative holiday or a full refund.
- 3.2.3. We will always refund the difference in price if you choose the alternative holiday and it is of a lower standard and price than the original.

3.3 If we change your booking

- 3.3.1 We take every care to ensure that the details in this brochure are accurate at the time of printing. However, on rare occasions the holiday accommodation or the work task may have altered from the brochure description or we may need to make changes to the booking. We will notify you of any such changes in advance. If those changes are significant, you may either:
 - 3.3.1.1. accept the new arrangement offered by us;
 - 3.3.1.2. accept a replacement holiday from us of equivalent or closely similar standard and price, if one is available; or
 - 3.3.1.3. cancel your holiday with us and receive a full refund of all monies paid.

4. Health and safety

- 4.1. The National Trust is committed to ensuring that all the necessary precautions are in place to protect you from dangers or hazards whilst on a working holiday. In accordance with the Health and Safety at Work Act 1974 (or equivalent Northern Ireland legislation) the National Trust is responsible for providing and maintaining a working environment which is, as far as is reasonably practicable, safe and without risk to health. Copies of the National Trust's written policy under this Act are available at National Trust properties and offices. National Trust staff will explain safety on site, including the safe use of tools, safe methods of carrying out the work involved and emergency procedures. We ask you to follow any instructions given to ensure that you come to no harm and that you do not put others at risk.

5. Insurance

- 5.1. It is a condition of your booking that you and everyone travelling with you has suitable insurance in place to cover cancellations, illness and injury during the holiday.

6. Late bookings

- 6.1. Owing to the need to process payments and to pass details to the holiday leaders, we regret that bookings cannot be accepted less than seven days before the holiday is due to begin. For example, for a holiday starting on Friday or Saturday, the final booking day will be the previous Friday.

7. No pets

- 7.1. We regret that pets may not be brought on working holidays. This includes both the work site and the accommodation.

8. Lost property

- 8.1. If you leave any of your possessions behind at your accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We will hold all lost property for six months, after which it will be disposed of.

9. Transfers

- 9.1. Please inform us at least 65 days before the start date of your holiday if you wish to transfer your booking to a different holiday. There is a £25 administration charge for each transfer to cover the costs of processing the change. Please confirm all transfers in writing. If you are prevented from taking the holiday that you have booked, you may transfer it to another person, subject to the availability of appropriate accommodation and provided you meet the following conditions:
 - 9.1.1. You must authorise us to make the transfer.
 - 9.1.2. The person to whom you transfer the holiday must comply with all the terms of the existing booking.
 - 9.1.3. That person must accept the transfer and these terms and conditions.
 - 9.1.4. We may charge an amendment fee which we will add to a new booking confirmation which we shall issue to the person who accepts the transfer. The new booking confirmation will include any monies that are outstanding in relation to the booking.
 - 9.1.5. You cannot transfer a working holiday booking to any other person later than 14 days before departure.
 - 9.1.6. You will remain responsible for the payment of any balance on the new booking should the person that has accepted the transfer fail to pay it.

10. Data protection

- 10.1. We may communicate with you from time to time about your booking and your experience with us and will use your data in accordance with our privacy policy. When you book we'll also give you the opportunity to hear more about us and our work. If you wish to alter the way we communicate to you at any time, you can write to the address given in the brochure or on the website, send an email to working.holidays@nationaltrust.org.uk or telephone 0344 800 2070.
- 10.2. For more details, view our privacy policy online nationaltrust.org.uk/features/privacy-policy

11. Photographs

- 11.1. We always appreciate receiving photographs of working holidays. Please note that we may use the photographs you send us in publicity for the National Trust and the working holidays programme and, where we think it appropriate, to further the National Trust's and its trading company's charitable and commercial interests so please do check that you have the permission of those captured in any photograph before you send it to us.
- 11.2. We will try to credit photographers but this may not always be possible. If you supply us with photographs to use, or have confirmed that you are happy for us to use photographs of you or your children at time of booking, but later change your mind, please inform us in writing.

12. Complaints

- 12.1. If there is a problem with your holiday, we want to be the first to hear about it so that we can try to rectify the situation. Please inform the holiday leader or local National Trust staff immediately so they can try to assist you; if you feel this is inappropriate, or you are not entirely satisfied, then please contact the Holidays Team on 0344 800 3099 or email customercareholidays@nationaltrust.org.uk.

13. Unreasonable behaviour

- 13.1. Most working holiday participants are keen to help complete the work tasks, enjoy the company of others and to share the domestic tasks. We reserve the right to terminate any participant's holiday without compensation or refund if their behaviour is likely to impair the enjoyment or health and safety of others, or causes offence. Such participants will be asked to leave and any applications to attend future holidays may be refused without further negotiation.

14. Your financial protection

- 14.1. The Package Travel, Package Holidays and Package Tours Regulations 1992 (the 'Regulations') require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. In accordance with the Regulations, the National Trust will hold all customers' monies in a trust account until such times as the working holiday is complete.

15. Our responsibility for your holiday

- 15.1. We will arrange for you to receive the services that make up the holiday that you choose and that we confirm. The services will be provided either directly by us or through independent suppliers contracted by us. We are responsible for making sure that each part of the holiday you book with us is provided to a reasonable standard and as advertised by us (or as changed and accepted by you). We've taken reasonable care to ensure that the services which make up your holiday advertised by us are provided by efficient and reputable businesses.
- 15.2. We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our reasonable control, so we would strongly recommend that you take out travel insurance.
- 15.3. An event outside our reasonable control would include events such as extreme weather, limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks and other events that we are not able to control.
- 15.4. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by both you and us at the time we entered into this contract.
- 15.5. Nothing in these terms and conditions is intended to limit our liability for:
 - 15.5.1. death or personal injury caused by our negligence;

- 15.5.2. fraud or fraudulent misrepresentation on our part; or
 - 15.5.3. any breach of the terms implied by Sections 10, 11 and 13 of the Consumer Rights Act 2015.
- 15.6. Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website adviceguide.org.uk or call 0345 404 0506.

16. Booking a working holiday

Details of our working holidays can be found on our website nationaltrust.org.uk/workingholidays. There are a number of ways you can book a National Trust working holiday:

By phone

Call the Holidays Team on 0344 800 3099 and quote the reference number of the holiday(s) you're interested in booking.

The Holidays Team is available between the following times:

Monday to Friday: 9am–9pm

Saturday: 9am–7pm

Sunday and Bank Holidays: 9am–1pm. Please note the phone line is closed on Christmas Day, Boxing Day, New Year's Day and Easter Sunday.

Online

Bookings are no longer taken online, but you can make enquiries by email at working.holidays@nationaltrust.org.uk

17. Booking confirmation

- 17.1. Once your booking has been accepted by us, you will be sent a confirmation pack giving details about your chosen holiday, arrival times and travel instructions. Allow up to seven days for your confirmation pack to arrive unless your holiday is imminent, in which case it will be given top priority.
- 17.2. Your contract with us will begin when we issue you with your confirmation pack. Your contract with us will be on these terms and conditions.

18. Coming from overseas?

- 18.1. Subject to any change in law that may occur we are only able to accept bookings from participants with a European Economic Area or Swiss passport. We ask for participants to have a sufficient grasp of the English language to understand safety instructions.

- 18.2. Unfortunately, we can only offer Youth Discovery holidays to participants with a European Economic Area or Swiss passport if a guardian or parent resides at a permanent or holiday address in the UK, advised at the time of booking, for the duration of the working holiday.
- 18.3. Should there be any changes in legislation that cause us to change who we are able to offer such holidays to, we will make reasonable attempts to contact you and arrange a full refund.
- 18.4. Please note that we cannot organise work permits or visas for any overseas participants. Although we are unable to help with travel arrangements within the UK, we recommend you go online to visitbritain.com.
- 18.5. If you're calling from abroad, call the Holidays Team on +44 1225 7922 74 and quote the reference number of the holiday(s) you are interested in booking.

19. Special assistance

- 19.1. If you use a wheelchair or can't walk more than 500 metres without help, certain working holidays may not be suitable for you. You should check with the Holidays Team if you are unsure whether a particular holiday is suitable for you. You need to do this before you book your holiday.
- 19.2. If you have any medical or dietary needs, we will do our best to help.
- 19.3. It is really important that you let us know of any accessibility issues before you book so we can tell you which accommodation would be best. We can tell you which properties have facilities such as ramps and specially adapted rooms. Our sites do not have medical centres, and they are not designed to deal with existing conditions. Unfortunately, we do not have facilities for the hard of hearing or the blind. If you do have a sensory impairment, you need to have someone travelling with you who does not.

20. Governing law

- 20.1. These terms and conditions are governed by English Law. You and we both agree to submit to the non-exclusive jurisdiction of the English Courts.