

Force Majeure

Walesby Forest is not liable for any delays or cancellations of Service caused by circumstances beyond its reasonable control, including act of God, political intervention, war, act of hostile force, riot, civil disturbance, fire, flood, drought, accumulation of snow or ice, or adverse weather conditions, failure of power supply, failure of plant or equipment and presence of hazards due to defective structure.

Physical Fitness

You should ensure that you have an adequate level of fitness for the activities undertaken. If you have any concerns about this please discuss it with our instructors.

Swimming Ability

All participants taking part in water activities at the centre are equipped with a buoyancy aid, therefore an inability to swim will not exclude you from taking part. However we do ask that you have a certain level of water confidence, relative to the activity. If you have any concerns about this please discuss it with our instructors.

Important Notice Regarding Air Rifle Shooting

All persons under the age of 18 years must have written consent from their Parent/Guardian before undertaking the above activity (as defined in Rule 43.8 of Policy Organisation & Rules). It is understood and accepted that: the signatory of this booking form will undertake to ensure that all adults in their party have been deemed suitable to work with young people by their organisations.

Customer's Obligations

Booking information: The Client shall promptly provide Walesby Forest on request all such information which Walesby Forest reasonably requires to perform the Service and shall (1) ensure that all information which the Client provides to us is true, complete, accurate and adequate, (2) promptly inform Walesby Forest of any changes to any such information, (3) provide any additional information which Walesby Forest may require as soon as possible and (4) confirm the accuracy of information held by us promptly following any request.

Own Instruction

In the interest of safety and facility management Walesby Forest does not make provision for 'Own Instruction' with either centre or own equipment for Air Rifles, Archery or Climbing. 'Own Instruct' Kayaking must provide own equipment. Swimming 'original proof of qualification to be provided before own instruct activities will be allowed to take place. The minimum requirement for lifeguard qualification is the RLSS national pool lifeguard qualification and this is non negotiable.

During busy periods the number of sessions booked per group (i.e. per receipt number) may be restricted to ensure equal opportunities for all groups. Where the Teacher or Leader is in Loco Parentis they take responsibility for all actions of group members leading to third party claims and to cover damage to equipment, buildings and property belonging to Walesby Forest and against any claim out of their negligence in using the facilities and equipment. Ensure that the group abide by any rules and regulations made by the Management and Finance Committee of Walesby Forest regarding the use of the centre. To accept responsibility for any injury or damage which might be caused as a result of any misuse of any such equipment, and to indemnify Walesby Forest against any claim which might arise from the misuse of such equipment, no matter how such claim arises.

Alcohol

Clients will not be allowed to participate in any activities if, in the opinion of the instructor in charge, they have used alcohol or drugs.

Risk Management

All activities are assessed for risks and reviewed regularly. Specialist equipment is provided and fit for purpose. All equipment is checked regularly and inspected as part of our centre safety systems.

Safety Statement

Safety is paramount in all outdoor and adventurous activities, and we ensure our safety management systems are our top priority. We have robust risk and safety management systems in place, which are evidenced in a number of ways.

Statement Of Assumed Risk

Outdoor and adventurous activities often involve learning new skills in unfamiliar environments. Both participants and persons with parental responsibility must accept an element of risk. Activities may result in bumps and scrapes. To minimise risks we have evolved a 'safe system of work' and regularly Risk Assess our programmes and activities. Jewellery, rings, chains, earrings etc must be removed or taped over whilst participating in activities which could result in them being snagged. We also ask that long hair is tied back.

Staff Competence

All staff are qualified to National Governing Body, where appropriate. Specified staff have a valid first aid certificate and all staff undergo an induction programme. All activities and staff are monitored and evaluated to ensure suitability.

Child Protection Policy

Our policy is consistent with PO&R and current good practise and forms part of our recruitment process. All staff are cleared through the Disclosure and Barring Service disclosure procedure.

Medical And Dietary Declarations

If you have a medical condition or illness, you must inform us prior to your visit. We strongly recommend anyone with a medical condition e.g. epilepsy, heart condition, pregnancy etc. also to check with their doctor and the centre before making a booking. You must also advise any physical disability or dietary requirements of which we should be aware.

Special Educational Needs

We welcome and recognise that a percentage of participants may have a special need related to their Academic Progress, Emotional or Behavioural Difficulties, Sensory Impairments or Physical Disabilities. We must be advised of any SEN requirement prior to confirming the booking so that we can discuss that the resources, equipment and participant ratio will be suitable and available for all participants and any arrangements necessary can be fully appraised and included.

Under 16 Participants

We cannot accept handover from parents earlier than our start time and expect collection, promptly at course finish time.

Photographs

We occasionally take photographs of participants for publicity, including on our own website, if you agree to be photographed, please tick the box at the end of the booking form.

Damages

Clients may become liable for loss or damage to the centre and its equipment if caused by the group / members

Data Protection (GDPR 2019)

Please refer to our privacy policy available at <http://www.walesbyforest.org.uk/privacy-policy>

Definitions

"You the customer" a person, group, school, college, company or business buying products or services from Walesby Forest. "Walesby Forest (Walesby Forest, us, our)" the service or product vendor as identified on your invoice. "Booking Confirmation" acknowledgment of a service, product or campsite ordered by you, sent to Walesby Forest. "Charge(s)" as outlined within our Fees current Charges Schedule. "Services" means the services as described in our Charges Schedule or otherwise agreed in writing between the parties. "Service Provider" Walesby Forest or its authorised service providers.

Check In / Out Times

check in time is 2:00 pm. And check out is 12:00 Unless otherwise agreed. It is essential that you make arrangements for arrivals or departures outside of these times to ensure groups arriving or leaving can be accommodated. Where lodge accommodation and camping are booked together, the lodge accommodation will be charged up to the maximum occupancy.

Application

This agreement applies to this sale, service and all statements made by Walesby Forest in brochures, price lists, adverts, quotations including verbally, written or via the internet. Variations to this agreement must be made by us in writing. Placing your Booking Order means acceptance of this Agreement. Walesby Forest may vary these Terms and Conditions at its choosing.

Bookings For Groups

Bookings for groups can only be made by completing and signing our booking form. Once details have been agreed, provisional bookings will be held for 14 days once it is entered onto our system and a booking letter is sent out. To confirm the booking, check the details on the provisional booking form, then sign, date and return it via post or an emailed scan. On receipt of this signed form and deposit we will confirm the booking and send confirmation to you together with relevant group information details. To amend a booking please advise us at least 21 days prior to the start date. An administration charge may be made for any amendments advised with less than 21 days notice.

Acceptance Of Booking Conditions

Bookings are only accepted on the basis that the customer agrees to abide by our terms and conditions and confirms this by signing the booking form. Bookings for individual courses can only be made by completing and signing our booking form. Before completing the form we advise you to check availability first by calling the centre on 01623 860202. Once received, your booking will be processed and confirmation, including joining instructions and course details, will be sent before the booking start date.

Services

Walesby Forest and its employees, volunteers, agents and contractors shall be entitled to assume that any instructions or information received from the customer or its employees, scouts, guides, volunteers, are given with the appropriate authority, and are true, complete and accurate. Excluded Services: Walesby Forest and its employees, volunteers, agents and contractors shall be entitled to refuse to perform any additional services where in their opinion the services are not ones which they are adequately trained or qualified to perform, or are not of a type which they are normally employed to do, or are illegal, immoral or offensive, or are not reasonably related to Services already being provided by Walesby Forest.

Lost Property

We must be notified of lost property within 1 week, as any items found are disposed of after this period.

Payment Terms

Walesby Forest shall be entitled to charge the customer for all Services. The customer will pay a non refundable deposit and be notified of any payment schedule in their letter of confirmation. If Walesby Forest has agreed to invoice the customer (this may be subject to a credit agreement) Walesby Forest shall be entitled to invoice the customer for the Charges and the customer shall pay Walesby Forest's invoices within 30 days of the invoice date. The customer shall pay to Walesby Forest the charges as outlined within our Charges Schedules. Unless otherwise agreed, Walesby Forest may increase the Charges by notice in writing to the customer by a reasonable amount to recover any increased costs or expenses suffered or incurred by Walesby Forest in providing the services (including increased wage bills) as a result of any amendment, revocation, replacement or coming into force of any statute, statutory instrument, directive, regulation, order, or other law.

Provisional Bookings

Held for 14 days and balance due 6 weeks prior to the event date unless otherwise agreed. Scout and Guide groups must pay any balance due prior to departure. Please note: we cannot confirm the site allocation or accommodation until your deposit is received. Payments can be made by cash, debit/credit card or cheque payable to Walesby Forest. VAT: All charges and other amounts payable are exclusive of value added tax, unless otherwise indicated. Interest may be charged on accounts outstanding after the due date at £30 or 3% of the balance per month.

Errors, Omissions And Vat

We endeavour to keep published prices and other information up to date but reserve the right to alter them at any time. You will be advised of any price changes or other relevant changes when your booking is processed. All Charges and other amounts to be paid by the customer under the Charges Schedule (or any other customer and Walesby Forest agreement) shall be paid in full without deduction or withholding and the customer shall not be entitled to assert any credit, set off or counterclaim against Walesby Forest in order to justify the withholding payment of such amounts in whole or part.

Cancellations

Walesby Forest reserves the right to: Cancel a booking / course/ event in the event of insufficient demand. Should this occur you will normally be notified not less than 5 working days prior to the booking / course start date. Please Note: Whilst every effort will be made to provide the programme as advertised Walesby Forest reserve the right to change or cancel the programme in the event of insufficient bookings or circumstances beyond our control. If we cancel, change or postpone a course We will endeavour to provide mutually acceptable alternative date(s), but if unable to do so, we will make a pro-rata refund.

If You Cancel

Cancellations of confirmed bookings must be received by us in writing (post or email) and will incur a cancellation fee: More than 10 weeks prior to start date – 10% of total fee Between 6 to 10 weeks prior to start date – 25% of total fee Less than 6 weeks prior to start date – no refund of total fee

Insurance And Loss Of Property

It is your responsibility to arrange appropriate insurance against cancellation, curtailment, personal accident, personal liability and theft. Walesby Forest only accepts liability for loss, damage or injury resulting from negligence by Walesby Forest. We recommend groups take out appropriate cancellation insurance.