

## 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 pm, 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 28 days prior to the start date.

## 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.

## Payments

### Schools, Groups and Corporate Bookings

When you book, you must pay a deposit at least 12 weeks before arrival. If you book within 10 weeks of your planned arrival then you must pay in full. We'll tell you the price of your booking and the deposit before you book. 10 weeks before you arrive you must pay the full balance. If you don't, we can cancel your booking and charge you a termination fee.

### Scouts and Guides

When you book, you must pay a 25% deposit at least 12 weeks before arrival, we'll tell you the price of your booking and the deposit before you book. Scout and Guide groups of 60 or more are required to pay a further 50% of the booking charge, non-refundable, 10 weeks before arrival, with the balance payable before departure.

For Scout and Guide events of 3 nights plus, the full balance is required 10 weeks before arrival.

### Deposits

25% of total booking fee for all groups, types of stay, and uses of the site.

### Provisional Bookings

Held for 14 days and balance as stated in payment terms. 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

To cancel your booking, you must tell us as soon as possible. You must pay a termination fee which covers our administration costs and compensates us for the risk that we do not resell your booking. The fee is based upon how long before your booking you tell us you want to cancel and is a percentage of the total price of your booking:

<b>10 weeks or more</b>	Loss of deposit
<b>10 to 6 weeks</b>	50%
<b>6 to 0 weeks</b>	100%

Your deposit is non-refundable, even if the termination fee is lower than the deposit. If we cancel your booking, except where it's because you haven't paid, in circumstances beyond our control we will endeavour to provide mutually acceptable alternative dates, or you can have a refund if unable to do so.

Circumstances beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, actual or potential.

## 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.

## 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 course 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 [www.walesbyforest.org.uk/privacy-policy](http://www.walesbyforest.org.uk/privacy-policy)