Walesby Forest
Brake Road, Walesby, Mansfield, Notts, NG22 9NG, United Kingdom
Example Value

Scouts & Guides Event Terms & Conditions

These Terms apply only to bookings by recognised Scout and Guide organisations for events organised and hosted by Walesby Forest and expressly identified as Walesby Forest-hosted events in the Booking Confirmation. They do not apply to ordinary Scout or Guide camping, accommodation or activity bookings, which are governed by the separate standard Scouts & Guides Terms and Conditions. The Booking Confirmation identifies the customer, group, event, booked inclusions and applicable prices. Any Scout- or Guide-specific concession applies only where expressly confirmed.

1. Provisional Booking

A provisional booking may be held for up to 21 days. The applicable hold period will be confirmed by Walesby Forest and may be shorter where reasonably necessary, including for close-to-arrival or capacity-limited bookings. If the required deposit or payment is not received within the stated period, Walesby Forest may release the reserved accommodation, camping, activity or other capacity.

2. Deposit

Unless otherwise stated in the Booking Confirmation, the deposit amount stated in the event profile is required. The deposit is part-payment towards the total Booking Value. Its treatment following cancellation or amendment is governed by these Terms rather than by a blanket non-refundable or non-transferable rule.

3. Contract Formation

A binding Contract is formed when Walesby Forest receives the required deposit or payment and issues written Booking Confirmation. The person making the booking confirms that they are authorised to act for and bind the Customer. The Customer is the organisation or provider named in the Booking Confirmation; the individual Group Leader or booker does not become personally liable merely because they made the booking on the Customer's behalf.

For bookings made close to arrival, the payment required to form the Contract is determined by Section 5.

4. Participant Numbers

The Customer will provide anticipated paying participant numbers when booking. These determine the initial Booking Value and capacity allocation. Numbers may be amended before 10 weeks prior to arrival, subject to availability and Walesby Forest's acceptance of material changes. At 10 weeks before arrival the Customer must confirm its participant numbers, which become the Minimum Chargeable Number (MCN), and the final balance is due. Between 10 and 4 weeks before arrival, Walesby Forest will allow a cumulative reduction of up to four paying participants OR 5% of the MCN, whichever is lower. Where 5% is not a whole number, round up to the nearest whole participant. Accepted reductions after full payment will be refunded or credited. For a Booking first confirmed 10 weeks or less before arrival, the paying participant number accepted in the Booking Confirmation becomes the MCN on confirmation, rather than at the 10-week point. Where that Booking is confirmed more than 4 weeks before arrival, the same cumulative reduction allowance applies until 4 weeks before arrival; where it is confirmed 4 weeks or less before arrival, no reduction for charging purposes is permitted after confirmation.

From 4 weeks before arrival, no further reduction is permitted for charging purposes. The Customer remains liable for the MCN adjusted only by any reduction already accepted under the preceding paragraph.

Additional participants are subject to availability, capacity and Walesby Forest's agreement, and are charged at the agreed rate. Participant substitutions are permitted without cancellation charge provided they do not materially affect safe or appropriate delivery and all relevant participant information is updated.

Where reductions materially change minimum group size, accommodation, free places, catering, activities, event packages or volume pricing, Walesby Forest may reasonably recalculate the affected booked Elements. Reductions to separately contracted event services may constitute partial cancellation under Sections 6 and 7.

5. Price & Payment

The Booking Confirmation states the agreed event price, rates and included Elements. Payment of the deposit amount stated in the event profile confirms a booking made more than 10 weeks before arrival. The remaining balance is due 10 weeks before arrival, based on the participant numbers confirmed at that point. A booking confirmed 10 weeks or less before arrival requires

payment in full on confirmation. For a Booking made within 10 weeks of arrival, the full payment is calculated using the participant numbers accepted in the Booking Confirmation, subject to the permitted reduction provisions in Section 4.

The deposit counts towards the Booking Value. Participant reductions accepted under Section 4 between 10 and 4 weeks before arrival will be credited or refunded as appropriate. Additional participants subsequently accepted will be charged at the agreed rate and may be invoiced separately.

Additional agreed services, event extras, damage or other properly chargeable amounts may be invoiced separately. Where payment is overdue, Walesby Forest may, after reasonable written notice, suspend services, release reserved capacity or cancel the Booking. Cancellation for non-payment may be treated as Customer cancellation under Section 7.

The agreed price will not increase after confirmation except for Customer-requested changes, changes to participant numbers or pricing basis, changes in applicable tax or statutory charges, or correction of a genuine and obvious pricing error, which Walesby Forest will promptly discuss with the Customer.

6. Customer Amendments

Amendments should be requested by the Group Leader or other authorised contact, preferably in writing. Changes are subject to availability and Walesby Forest's acceptance and become effective when confirmed in writing or through an updated Booking Confirmation. Increases in Booking Value are payable at the applicable agreed rate.

Participant-number changes are dealt with under Section 4. Removing booked accommodation or camping, activities, catering or other Elements is not automatically a free amendment and may constitute partial cancellation, with Section 7 applying to the value removed. Substitutions may be permitted without being treated as cancellation. Date changes or postponements are not automatic and are subject to Walesby Forest's agreement and availability. Material changes to the product or booking basis may result in repricing.

7. Customer Cancellation

The Customer must notify Walesby Forest in writing if it wishes to cancel all or part of a Booking. Cancellation takes effect when received by Walesby Forest. The following charges apply to cancellation of the whole Booking:

Cancellation received by Walesby Forest	Cancellation liability
More than 26 weeks before Arrival Date	25% of cancelled Booking Value
26 weeks to more than 10 weeks before Arrival Date	50% of cancelled Booking Value
10 weeks or less before Arrival Date	100% of cancelled Booking Value

The cancellation percentage applies to the whole Booking when the whole event booking is cancelled, or to the value of the affected booked element when part of the Booking is cancelled. Ordinary participant reductions permitted under Section 4 are not cancellation under this Section.

After the four-week number lock, reductions do not reduce the amount payable. Participant substitutions are not cancellation. Removal of separately booked accommodation, catering, activities or event Elements may constitute partial cancellation under Section 6.

Removal or reduction of a booked Element may constitute partial cancellation under Section 6, in which case the applicable percentage above is applied to the value of the cancelled Element.

Amounts already paid are credited against the cancellation liability. If payments are insufficient Walesby Forest may invoice the difference; if they exceed the liability Walesby Forest will refund or credit the excess.

An agreed postponement or transfer is dealt with under Section 6 and Force Majeure under Section 9. Non-attendance does not remove payment obligations. A Customer cannot avoid an otherwise applicable cancellation charge by describing cancellation as an amendment or transfer.

8. Changes or Cancellation by Walesby Forest

Walesby Forest will use reasonable efforts to provide the accommodation, camping, activities, catering and/or other Elements included in the Booking Confirmation. Reasonable operational, safety or environmental changes may be made where necessary.

Minor changes may include activity timetable, order, location or instructor; individual activity substitution; meal or menu timings where catering is booked; campsite, pitch or accommodation allocation; arrival/departure arrangements; and programme timings.

Activities may be changed, postponed, substituted, restricted or cancelled because of weather, water conditions, equipment, staffing, maintenance, participant suitability, safety, regulatory requirements or other reasonable operational reasons.

Where practicable Walesby Forest will provide a reasonable alternative or rearrangement.

A significant change is one that materially alters the principal characteristics or overall value of the booked Elements, for example a material accommodation downgrade, substantial reduction in booked activity provision, removal of major booked Elements, or material reduction in length of stay.

For a significant pre-arrival change, Walesby Forest may offer revised arrangements, a suitable alternative or cancellation of the affected services with refund of amounts paid for those affected services. If a lower-value alternative is accepted, the difference will be refunded or credited. Where Walesby Forest cancels the booking, it may offer alternative dates, suitable alternative arrangements or a refund of amounts paid. Walesby Forest is not responsible for separate or consequential third-party costs except where liability cannot legally be excluded.

9. Force Majeure

Neither party will be responsible for failure to perform where an event genuinely beyond its reasonable control prevents or materially restricts performance. Examples may include severe weather, flood, fire, natural disaster, epidemic or public-health emergency, government or regulatory restriction, terrorism or threat of terrorism, war, civil disturbance, widespread utility failure, major transport or infrastructure disruption, industrial action outside Walesby Forest's workforce, or a comparable event.

Ordinary adverse weather, a transport provider cancelling, parents or participants changing their minds, or a Group simply preferring not to travel will not automatically amount to Force Majeure. Where reasonably possible the parties will first seek to continue or modify the booking, provide alternatives, or agree a transfer to another date. If only part of the booking is affected, the response will normally relate to the affected Element. If Walesby Forest can provide the booking but the Customer elects not to attend, Section 7 applies.

10. Accommodation, Camping & Site Allocation

The type and standard of accommodation or camping provision are those stated in the Booking Confirmation. An exact pitch, campsite, room, building or location is not guaranteed unless expressly confirmed. Walesby Forest may reasonably reallocate for safety, maintenance, capacity, operational or site-management reasons, using the same type/standard or a reasonably comparable alternative where practicable. A material downgrade is dealt with under Section 8.

Maximum occupancy and capacity limits must be observed.

Additional participants, overnight guests, tents, vehicles or other facilities must not be added without Walesby Forest's agreement and may be charged at the applicable rate where accepted.

Where the Group brings its own tents or camping equipment, the Customer is responsible for their suitability, condition, erection and safe use.

Walesby Forest may control the positioning of tents, gazebos, marquees, vehicles, trailers, cooking areas, fires, generators and similar equipment for fire safety, emergency access, site management or operational reasons.

Arrival, departure and accommodation-vacating times are those stated in the Booking Confirmation and/or current Arrival Information.

The Group must leave its accommodation/camping area reasonably clean and tidy and follow waste and property-return instructions.

Booking accommodation or a camping area does not give exclusive use of the wider Walesby Forest site unless exclusive use is expressly included in the Booking Confirmation.

11. Customer & Group Leader Responsibilities

The Customer remains responsible for the overall visit, its participants and appropriate supervision except where Walesby Forest expressly assumes responsibility for a particular instructed service or activity. A nominated Group Leader must act as the principal contact, have appropriate authority, remain contactable and ensure relevant Walesby Forest information and Site Rules are communicated to the Group.

The Customer must provide appropriate adult supervision and accurate, timely information relevant to safety, welfare, medical needs, dietary needs, accessibility/additional needs and behaviour.

During Walesby Forest-led activities, the Walesby Forest instructor is responsible for technical delivery and immediate activity safety; the Customer and its Leaders retain wider supervision, behaviour and pastoral responsibilities.

For Customer-led or self-led programmes and activities, the Customer is responsible for planning, risk assessment, supervision, competent leadership and any qualifications, permits or permissions required by its organisation or applicable rules.

The Customer is responsible for assessing its overall visit. Walesby Forest may provide relevant site/activity risk information, but Walesby Forest's assessments do not replace the Customer's own responsibilities.

For residential bookings, an appropriate responsible adult must remain available and contactable overnight. The Customer remains responsible for parent/carer liaison, collection arrangements and decisions concerning its participants; Walesby Forest manages site emergencies and its own emergency procedures.

The Customer must ensure its Leaders, volunteers and adults meet the safeguarding, vetting and training requirements applicable to its organisation.

12. Behaviour & Conduct

All participants, Leaders, volunteers and visitors must behave responsibly, respectfully and safely and comply with Site Rules and reasonable instructions. Prohibited or unacceptable conduct includes violence or threats, bullying, harassment or discrimination, dangerous or reckless behaviour, vandalism, theft, illegal activity, entry to restricted areas, interference with safety equipment, refusal of safety instructions, excessive noise or nuisance, and significant disruption to other site users or Walesby Forest's operation.

Walesby Forest may respond proportionately by warning the individual or Group, involving the Group Leader, restricting access or participation, requiring additional supervision, requiring an individual or Group to leave, or terminating the booking in serious cases. Immediate action may be taken where there is a serious risk. Alcohol, smoking/vaping, fires and related matters must comply with law, licensing requirements and current Site Rules. Illegal drugs are prohibited. Sufficient unimpaired responsible adults must remain available to supervise young people.

13. Activities & Safe Participation

For Walesby Forest-led activities, Walesby Forest is responsible for appropriate activity operating procedures, equipment within its control and competent/trained staff appropriate to the activity. The instructor has authority over immediate technical and safety decisions and may delay, modify, substitute, restrict or stop participation where reasonably necessary.

Genuine age, height, weight, mobility, medical, behavioural or other participation requirements may be applied where necessary for safe delivery.

Participants must use required clothing, footwear, PPE and safety equipment correctly and follow instructions.

Where the Customer leads its own activity, it is responsible for planning, risk assessment, supervision, competent leadership and any required qualification, permit, authorisation or permission.

Where Walesby Forest supplies equipment for a Customer-led activity, Walesby Forest is responsible for providing its equipment in appropriate condition and any necessary operating guidance or induction; the Customer remains responsible for leadership, supervision and safe use.

Where the Customer brings its own activity equipment, it is responsible for its suitability, inspection, condition and safe use. Walesby Forest may prevent use where there is a reasonable safety, environmental, site or operational concern.

Walesby Forest may stop a Customer-led activity where staff reasonably believe it is being conducted unsafely.

Participation is voluntary. Choosing not to participate does not automatically create a refund entitlement. Reasonable alternatives may be considered where practicable but are not guaranteed.

Outdoor and adventurous activities involve inherent risks despite appropriate controls. This does not exclude or limit Walesby Forest's responsibility for its own negligence.

14. Medical, Health, SEND & Additional Requirements

The Customer must provide relevant information that may affect safe participation, welfare, accommodation, catering, activities, emergency response or reasonable adjustments. This may include medical conditions, allergies, disabilities, mobility/accessibility needs, SEND or other additional needs, behavioural/emotional/communication needs, medication and activity restrictions. Information should be supplied as early as reasonably possible and updated when circumstances change.

Walesby Forest will consider reasonable adjustments and discuss requirements with the Group Leader, but cannot guarantee that every activity, facility or adjustment will be suitable or possible. Where information is provided late, Walesby Forest will take reasonable steps but cannot guarantee all arrangements can be changed. Walesby Forest may modify provision, offer an alternative where practicable or restrict participation where necessary for safety.

Medication, including its storage, administration, records and access, remains the Customer's responsibility unless Walesby Forest expressly agrees otherwise. Emergency medication must remain appropriately accessible. Personal care or 1:1 support remains the Customer's responsibility unless expressly agreed.

15. Safeguarding

Walesby Forest is responsible for its own safeguarding arrangements, safer recruitment and appropriate vetting/training of its staff and volunteers. The Customer is responsible for ensuring its own Leaders, volunteers and adults meet the safeguarding, vetting and training requirements applicable to its organisation.

Safeguarding concerns must be raised promptly and both parties must cooperate with appropriate safeguarding procedures. Walesby Forest may take protective action including restricting access or participation, separating individuals, requiring additional supervision or requiring an individual to leave. Relevant authorities may be contacted where necessary. Allegations relating to Walesby Forest personnel will be managed through Walesby Forest's process; allegations relating to visiting personnel will ordinarily be managed by the Customer's organisation, with appropriate cooperation where responsibilities overlap.

16. Catering & Dietary Requirements

Where catering is included in the Booking, Walesby Forest will provide catering in accordance with the Booking Confirmation. The Customer must provide complete and accurate information about food allergies, intolerances, medical dietary requirements, religious/cultural requirements and other relevant dietary needs, and update Walesby Forest where information changes.

Walesby Forest will take reasonable care regarding declared allergens and provide allergen information in accordance with applicable law, but does not guarantee an entirely allergen-free environment. Complex or severe requirements will be discussed and reasonable arrangements considered where practicable.

Where the Customer brings, stores, prepares or serves its own food, it is responsible for that food, including food hygiene, storage, preparation, allergen management and supervision. Where Walesby Forest provides a kitchen or food-preparation facility, Walesby Forest remains responsible for the condition of its facility/equipment and the Customer remains responsible for its use and the food it prepares. Any use must comply with Site Rules and relevant safety/hygiene requirements.

17. Damage, Loss & Additional Charges

The Customer is responsible for reasonable actual costs arising from loss or damage to Walesby Forest property, accommodation, camping areas, grounds, trees/vegetation, facilities, activity areas, equipment or site infrastructure caused by the Customer, its participants, Leaders, volunteers or visitors, excluding fair wear and tear and loss caused by Walesby Forest.

Recoverable costs may include reasonable repair or replacement costs, labour, third-party costs, excessive cleaning, waste removal, lost keys/security items and emergency call-outs attributable to misuse. Walesby Forest may invoice such charges during or after the stay and will provide reasonable supporting information where practicable if requested.

The Group Leader should promptly report damage, loss, breakage or defects. Any immediate health and safety, fire, security or safeguarding risk must be reported immediately and the affected item/area must not continue to be used unless safe. The Customer must take reasonable steps to prevent further loss but must not carry out unauthorised repairs or alterations.

18. Personal Property

The Customer, its Leaders and participants remain responsible for personal possessions, clothing, money, valuables, camping equipment, activity equipment, vehicles, trailers and other property brought to Walesby Forest, including appropriate security, storage and insurance. Walesby Forest is not responsible for loss, theft or damage except where caused by Walesby Forest's negligence or where liability cannot legally be excluded.

Providing lockers or storage does not by itself mean Walesby Forest has accepted custody. If Walesby Forest expressly agrees to take an item into its custody, it will exercise reasonable care. Lost property will be handled in accordance with Walesby Forest's current procedure; items are not guaranteed to be retained indefinitely and reasonable return postage/courier costs may be charged.

19. Insurance

The Customer must maintain appropriate insurance for the booking from confirmation through completion, appropriate to its own activities and responsibilities. This should address, where relevant, cancellation/curtailment, illness or injury, possessions and equipment, liabilities and Customer-led activities.

Walesby Forest may request evidence of insurance where reasonably appropriate, particularly for specialist, unusual or higher-risk Customer-led activities. Walesby Forest reviewing or accepting evidence of insurance does not mean Walesby Forest has certified that the cover is adequate. Insurance does not remove contractual payment or cancellation liabilities.

20. Walesby Forest Liability

Walesby Forest is responsible for loss caused by its negligence and for providing contracted services with appropriate care. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

Subject to those exceptions, Walesby Forest's total liability arising from the Contract will not exceed the total Booking Value. To the extent permitted by law, Walesby Forest is not responsible for indirect or consequential losses. Walesby Forest is not responsible to the extent a loss is caused by the Customer or participants, failure to provide relevant information or follow instructions, Customer-led activities or Customer-owned equipment. This does not remove Walesby Forest's responsibility for services or suppliers Walesby Forest has contracted as part of the Booking.

LEGAL / INSURANCE REVIEW REQUIRED: confirm the Booking Value liability cap with Walesby Forest's solicitor and insurance broker before final issue.

21. Complaints During & After the Visit

Concerns should be raised during the visit as soon as reasonably possible so Walesby Forest has an opportunity to investigate and, where appropriate, rectify them. Routine matters may initially be raised with the Group Liaison Officer where one is appointed, or the appropriate Walesby Forest team member. Significant, unresolved or management-level concerns should be

escalated to the Duty Manager using the 24-hour contact details provided to the Group Leader.

Urgent health and safety, safeguarding, medical/welfare, food-allergy, serious behaviour, or significant accommodation, facility or equipment concerns must be escalated immediately. Raising an issue with an instructor or operational employee does not remove the need to escalate a significant or unresolved matter to the Duty Manager.

Where a complaint remains unresolved, it should be submitted in writing within 28 days of departure. Failure to raise a known issue onsite where it was reasonably practicable to do so may affect Walesby Forest's ability to investigate or provide an appropriate remedy, but does not automatically extinguish a legitimate claim. No complaint automatically creates an entitlement to refund or compensation.

22. Data Protection & Privacy

Walesby Forest and the Customer will comply with applicable UK data protection law. The Customer confirms it is lawfully entitled to provide participant information reasonably required for booking administration, safe delivery, catering, welfare, safeguarding, emergency response and legal/regulatory purposes.

Walesby Forest will use and share relevant information only where reasonably necessary and lawful, including with appropriate Walesby Forest staff, service providers, emergency or healthcare services, safeguarding bodies or authorities. Further information about Walesby Forest's handling, security and retention of personal information is set out in its Privacy Notice.

IMPLEMENTATION REVIEW: confirm Walesby Forest's Privacy Notice, booking forms, retention arrangements and data journey are consistent with this clause.

23. Photography & Marketing

Walesby Forest may take general photographs or video of activities and experiences for promotional, marketing, website, social media, publicity and training purposes, subject to applicable data protection and safeguarding requirements.

Before arrival, the Group Leader must tell Walesby Forest which individuals must not be photographed or filmed, or may opt the entire Group out. Restrictions may be updated on arrival. Where no restrictions have been communicated, Walesby Forest may proceed on the basis that none have been notified, subject to its Privacy Notice and safeguarding arrangements. Opting out will not affect participation.

Where Walesby Forest intends to deliberately feature an identifiable individual, conduct an interview, use a named testimonial, create close-up campaign content or undertake similar specific content, Walesby Forest will use the appropriate additional permission process where required. Permission for general photography does not itself authorise disclosure of a participant's full name or other personal information.

IMPLEMENTATION REVIEW: one Walesby Forest-wide process is required for individual opt-out, whole-group opt-out, clear onsite identification of restrictions, and specific permission for interviews/featured content.

24. General Contract Provisions

The Contract consists of these Terms, the Booking Confirmation and any document expressly incorporated into them. Where a specific written term in the Booking Confirmation conflicts with these Terms, the specific Booking Confirmation term will prevail for that Booking. Current Site Rules are incorporated for operational and site matters, and the Privacy Notice applies to personal information.

The Customer may not transfer the Booking or Contract without Walesby Forest's written agreement. Any permitted transfer by Walesby Forest must not materially reduce the Customer's contractual protections. A failure or delay in enforcing a right does not waive that right. If any provision is unenforceable, the remainder continues in effect. No third party has rights under the Contract unless expressly stated.

Formal booking notices may be sent in writing, including by email, using the latest contact details provided. Headings are for convenience and examples introduced by words such as 'including' are not exhaustive. Walesby Forest may reasonably update its standard Terms for future bookings; changes to an existing confirmed Booking remain subject to the applicable provisions of these Terms.

25. Governing Law & Jurisdiction

These Terms, the Contract and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

The parties agree that the courts of England and Wales shall have jurisdiction to determine any dispute or claim arising out of or in connection with the Contract.