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

Scouts & Guides Standard Booking Terms & Conditions

These Terms apply to recognised Scout and Guide organisations where the relevant booking is confirmed by Walesby Forest under these Terms. The Booking Confirmation identifies the Customer, the Group, the booked products/services and the applicable price. Any Scout- or Guide-specific price, discount, Nottinghamshire Scout entitlement or other concession applies only where expressly applicable to that Customer and Booking.

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, a deposit equal to 25% of the Booking Value 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 Booking Confirmation will record anticipated participant numbers. Participant numbers may be amended up to 14 days before the Arrival Date, subject to Walesby Forest accepting any material change affecting the booked arrangements.

At 14 days before the Arrival Date, the confirmed participant number becomes the Minimum Chargeable Number (MCN). Any reduction after that point will not reduce the amount payable.

Substitutions are permitted without a cancellation charge, provided any relevant participant information is updated. Increases after the 14-day point are subject to Walesby Forest's capacity and availability and will be charged at the applicable agreed rate.

Where a participant-number change materially affects booked accommodation or camping, activities, catering or another booked Element, Walesby Forest may make the corresponding reasonable adjustment to the affected Element, subject to Sections 6 and 7.

5. Price & Payment

The Booking Confirmation will state the applicable price, rates and booked Elements. Unless otherwise stated, a deposit equal to 25% of the anticipated Booking Value is required to confirm the Booking. The deposit is part-payment towards the total Booking Value.

For Scout and Guide bookings of fewer than 60 participants which do not include a Walesby Forest catering package, the outstanding balance is payable before departure from Walesby Forest.

For Scout and Guide bookings of 60 or more participants, and for any Scout or Guide booking which includes a Walesby Forest catering package, 50% of the anticipated Booking Value must have been paid in total by 10 weeks before the Arrival Date. The initial 25% deposit counts towards that 50%. The remaining balance is payable before departure.

Where a booking of 60 or more participants, or a booking including a Walesby Forest catering package, is confirmed within 10 weeks of arrival, payment must be brought up to 50% of the anticipated Booking Value on confirmation, with the remaining balance payable before departure.

For Scout and Guide events or stays of three nights or more, the full balance is payable 10 weeks before arrival. Where such a booking is confirmed within 10 weeks of arrival, full payment is required to confirm the booking.

Participant numbers lock 14 days before arrival in accordance with Section 4. Additional participants accepted after that point will be charged at the applicable agreed rate. Reductions after the lock do not reduce the amount payable.

Additional agreed services, chargeable extras, damage or other properly chargeable amounts may be invoiced separately. Outstanding sums remain due after departure. Where payment is overdue, Walesby Forest may take reasonable steps to recover the amount and may, where appropriate and after reasonable written notice, suspend or cancel affected services.

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 as soon as possible if it wishes to cancel all or part of a Booking. Cancellation should be made by the Group Leader or another authorised contact, preferably in writing, and takes effect when received by Walesby Forest.

Cancellation received by Walesby Forest	Cancellation liability
More than 10 weeks before Arrival Date	25% of the cancelled Booking Value
10 weeks to more than 14 days before Arrival Date	50% of the cancelled Booking Value
14 days or less before Arrival Date	100% of the cancelled Booking Value

The cancellation percentage applies to the value of the whole Booking where the whole Booking is cancelled, or to the value of the affected booked Element where only part of the Booking is cancelled. Booked Elements may include accommodation or camping, activities, catering and other separately booked services.

Ordinary participant-number reductions made in accordance with Section 4 are not treated as cancellation under this Section. After the 14-day number lock, reductions do not reduce the Minimum Chargeable Number or the amount payable. Substitutions are not cancellation.

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 will be credited against the Customer's cancellation liability. If the amount already paid is less than the cancellation liability, Walesby Forest may invoice the difference. If the amount paid exceeds the applicable cancellation liability, the excess will be refunded or credited as appropriate.

An agreed transfer or postponement is dealt with under Section 6. Force Majeure is dealt with under Section 9. A Customer cannot avoid an otherwise applicable cancellation charge by describing a 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, providing 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's review or acceptance of 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 a 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.