

# BF Adventure Terms and Conditions 2019 V1



## 1. Permissions and informed choice.

BF Adventure is a professional organisation, but participants should be aware that they are engaging in activities where there are risks. Risk assessments and instructor training are continually reviewed to minimise the risks. BF Adventure requires all parents and guardians to give permission for their children or children for which they have parental responsibilities to take part in all programmes and accept the Acceptance of Risk Statement (AOR):

- 1.1. **Holiday Adventure Days and Adventure sessions**
  - 1.1.1. This is done by checking the box on the booking portal which acknowledges they have read and understood the terms and conditions of booking.
  - 1.1.2. Where adults are booking in children for which they do not have parental responsibilities, it is the responsibility of the adult making the booking to inform the parents of the associated risks and gain permission. Only once they are satisfied that the visiting child's parents accept the risks should they then proceed with the booking
  - 1.1.3. For telephone bookings, a copy of the terms and conditions and AOR are sent on the booking confirmation email. Permissions required should be obtained before the activity commences
  - 1.1.4. The AOR statement is located in the BF Adventure Terms and Conditions and via our website, this should be the basis on which parents base their decisions from.
- 1.2. **Group Bookings**
  - 1.2.1. Group leaders are responsible for gaining permission for children under 18 years old and adults to take part in Activities delivered by BF Adventure
  - 1.2.2. BF only requires group leaders to check the appropriate box and to sign the group registration document to state that they have permission from the parents or guardians for their children to take part in activities delivered by BF Adventure and also
  - 1.2.3. For Adults, the group leader will check and sign the appropriate section on the Group Register to state they have informed all adults of the risks associated with their activities. The AOR statement is the premise in which this information should be communicated.
  - 1.2.4. The AOR statement is located in the BF Adventure Terms and Conditions and via our website, this should be the basis on which parents base their decisions from.
- 1.3. BF Adventure cannot be held responsible for any loss or damage to personal property or personal injury howsoever caused. It is strongly recommended that groups or individuals take out adequate insurance cover to protect against such cases.

## 2. Bookings

### 2.1. Quotes – Group Bookings

- 2.1.1. Quotes are valid for 14 days on issue
- 2.1.2. Following 14 days we cannot guarantee prices will remain the same
- 2.1.3. Any reserved dates during the quote stage may be resold to other parties

### 2.2. Confirmations- All bookings are considered confirmed once a deposit or full payment is received

#### 2.2.1. Holiday Adventure Days and Adventure Sessions

- 2.2.1.1. HAD and AD bookings occur when full payment is made via the portal or via BF Staff
- 2.2.1.2. Booking via the portal cannot be made unless they have agreed to the T&C's via a mandatory check box

#### 2.2.2. Group Bookings

- 2.2.2.1. T&C's can be found BF Adventure's website "useful document's page". This will be sent to all customers in the initial stages of their booking via an email link in correspondence.
- 2.2.2.2. During first contact with the client via email and in the group welcome pack (starting 2018) the terms and conditions will be linked as well as the BFA data policy
- 2.2.2.3. All bookings are only confirmed upon a deposit payment made against their booking. The standard rate for this is 25%

- 2.2.2.4. We reserve the right to charge interest on late payments
- 2.3. **Cancellations**-BF Adventure (BFA) reserves the right to cancel or alter any activity where this becomes necessary due to circumstances beyond our control. In the unlikely event of cancellation, an alternative session or date will be offered or refund made. We will endeavour to give a least one week's notice, but this may not always be possible.

### 2.3.1. Holiday Adventure days and Adventure Sessions

- 2.3.1.1. Provisional bookings will be held for 5 working days, any booking will not be secured until all paperwork has been completed and returned and full payment made.
- 2.3.1.2. Refunds and cancellation:
  - 2.3.1.2.1. Once a booking is confirmed all cancellations will incur a £5 admin fee
  - 2.3.1.2.2. Cancellations with notice of more than 1 month will be refunded 100%
  - 2.3.1.2.3. Cancellations between 2 weeks and 1 month will be refunded 50%
  - 2.3.1.2.4. Cancellations less than 2 weeks will not be refunded

### 2.3.2. Group Bookings

- 2.3.2.1. In case of cancellation by customer/client the following applies:
  - 2.3.2.1.1. More than 42 days before course/activity/event start date, loss of 25% deposit.
  - 2.3.2.1.2. Between 42 and 28 days before course/activity/event starts, loss of 50% of payment fee.
  - 2.3.2.1.3. Less than 28 days before course/activity/event starts, loss of full payment.
  - 2.3.2.1.4. Alterations to booking details by customer/client will be accommodated where possible; BFA Reserves the right to charge an administration charge of £10 for all/any alterations (Email: enquiries@bfadventure.org)

## 2.4. Payments

### 2.4.1. Holiday Adventure Days and Adventure Sessions

- 2.4.1.1. Payment for these booking is made in full at the time of booking

### 2.4.2. Group Bookings

- 2.4.2.1. Deposit payment which is usually 25% is required to confirm booking as early as possible. No booking is considered confirmed until a deposit or full payment have been received.
- 2.4.2.2. Late payment of the deposit invoice may result in the dates being sold to another party and the booking being cancelled
- 2.4.2.3. The full balance must be paid at least 42 days prior to the start of the booking
- 2.4.2.4. Changes in bookings that result in a decrease to the final cost (i.e. drop in numbers, removing activities from a programme, deciding to self-cater etc.) will:
  - 2.4.2.4.1. Be facilitated by BFA and the subsequent price decreased if agreed in writing / email more than 30 days prior to visit
  - 2.4.2.4.2. **Not be facilitated and will not** have the price altered if communicated less than 30 days prior to your visit
- 2.4.2.5. Change in bookings resulting with an increase in costs can be accommodated if communicated in writing and agreement is made. All changes within the 30 day period prior to your bookings to this effect will be invoice post event.

### 2.4.3. Late Payments

- 2.4.3.1. We reserve the right to add additional charges and interest payments to any outstanding balances on your account that are more than 30 days from the activity / programme / residential.

- 2.5. **Insurance**-We strongly advise that group and individuals have in place adequate insurance to protect against cancelled bookings

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## 3. Group Behaviour

3.1. Instructors reserve the right to remove participants from activities where their behaviour is unacceptable.

### 3.2. Holiday Adventure days and Adventure Sessions

- 3.2.1. For Holiday activities we operate a 3 strike rule over an activity day:
- 3.2.1.1. Strike one for poor or antisocial behaviour- verbal warning from staff
  - 3.2.1.2. Strike two for poor or antisocial behaviour- young person to receive time out with another member of staff and parents informed
  - 3.2.1.3. Strike three for poor or antisocial behaviour- young person removed from session, parent/guardian called and asked to collect the young person immediately.
- 3.2.2. If participants display poor or antisocial behaviour over multiple days then they may be excluded from Holidays Activities. In this circumstance refunds will be issued in line with the refund and cancellation terms and conditions listed above

### 3.3. Group Bookings

- 3.3.1. Group leaders must be in attendance on all group sessions
- 3.3.2. Group leaders are responsible for maintaining control whilst groups are at our venues.
- 3.3.3. If participants are asked to remove themselves from the activity they must be supervised by the group leaders

### 3.4. Damages

- 3.4.1. All damages to the site, its equipment, accommodation or any other facilities caused by misuse, aggressive or antisocial behaviour or neglect may be chargeable post visit.
- 3.4.2. All damages must be reported to the Duty Manager as soon as possible
- 3.4.3. Any damages discovered on arrival should be reported to avoid wrongful charges

## 4. Group responsibilities

- 4.1. Correct clothing and footwear must be worn as per the kit list. Instructors reserve the right to remove participants from the group if they do not have the correct kit. This is for the participant's safety and comfort. Please refer to the kit list on our website
- 4.2. **Safeguarding;** Children, young people and adults must wear appropriate clothing for water activities. For safeguarding reasons as a minimum they need to wear shorts and t-shirt or rash vest over swimming costumes. Wetsuits are also acceptable. No-one will be able to take part in a water activity without the above
- 4.3. Access to equipment and activity areas is strictly prohibited without a member of BF Instructional staff being present.

### 4.4. Medical Information

- 4.4.1. Administration of medication is not a task staff at BFA are qualified to do. In exceptional circumstances and in conjunction with parents and medical professionals BFA staff can support. For full breakdown please visit our medication risk assessment in the Normal operating Procedures
- 4.4.2. **Group delivery** -Any medical conditions or disability must be stated on the Medical Form. If you are not sure about a participant's fitness to take part then a doctor's advice should be taken. We must also be made aware of any medication being taken. If a child needs to take prescribed drugs during a course / session, we must receive a written request. We will not prevent anyone from taking part in an activity unless it endangers themselves or others. Group leaders are responsible for ensuring that medication required during a visit is present and ready to be used.
- 4.4.3. **Holiday Adventure Days and Adventure Sessions-** Parents must give all medical information **at the time of booking** on the booking portal in the medical section for all people taking part on the activity. Booking made via phone or in person follow the same procedures.
  - 4.4.3.1. For children under 18 years old, this must be obtained by the parents or legal guardians
  - 4.4.3.2. For adults, this needs to be obtained by each adult

4.4.4. BF Adventure will only administer medication on the following conditions:

- 4.4.4.1. Parents have completed the medication section of the registration and medical form
- 4.4.4.2. BFA staff will not measure or draw up doses for medication
- 4.4.4.3. All medication provided should be for oral use only

4.4.5. Where medication is required as illustrated on a medical form and not present on activity (i.e. Auto Injectors) then the young person may be sent home and the parents / guardians will need to make arrangements for the young person to be collected. The cost of the session will not be refunded in this circumstance.

4.5. **Food Allergies-**When food is being provided by us, please indicate any special dietary needs.

## 5. BF Adventure Responsibilities

- 5.1. BF Adventure has public and products liability insurance of £5 million, as well as employer's liability of £10 million. Personal belongings are the participant's own responsibility. We do not accept responsibility for loss or additional expenses due to sickness, weather, strikes or any other causes. Personal accident insurance is not included. The information disclosed above is treated as strictly confidential.
- 5.2. BF Adventure, its activity leaders or agents, will not be liable for personal injury, death or loss or damage sustained by customers or to their property unless it arises from the negligence of BF Adventure.

## 6. Photographs

6.1. We may take photos of sessions for use on promotional material, please indicate on the registration form if you are not happy for us to do this.

## 7. Lost Property

- 7.1. Lost property will be kept for a maximum of 14 days
- 7.2. Claiming lost property should be done by calling or emailing [enquiries@bfadventure.org](mailto:enquiries@bfadventure.org), and providing us the time, date and the group you were with along with an accurate description of what was missing. Providing an accurate description matches with the item, suitable time can be made to collect the lost property
- 7.3. All items kept for more than 2 weeks will be recycled into spare clothes for use with our clients at BFA, sent to a charity shop or disposed of

## 8. Environmental

- 8.1. BFA is working hard to reduce its environmental impact, we ask all clients to:
  - 8.1.1. Consider travel arrangements- using as few cars as possible
  - 8.1.2. Consider what single use waste they produce – removing plastic straws and drinking cartons from lunches etc
  - 8.1.3. Sorting rubbish into recycle bins provided

## 9. Complaints

9.1. If satisfaction is not achieved a written complaint must be received within 14 days of the visit to BF Adventure.



BF Adventure is a no smoking site. Please visit our website to review our policy for terms and conditions <http://www.bfadventure.org/schools/useful-documents/>



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## Acceptance of risk statement (2016 revision)

### About BF Adventure

BF Adventure is a charity based Outdoor Pursuits centre situated in converted disused quarry. We have engineered specialised environments to support fun and educational activities that incorporate traditional outdoor pursuits to be enjoyed by everyone despite their age, gender or ability. People attending BF Adventure will be taking part in activities in one or more of these specialised environments:

### Water based activity such as canoeing, kayaking, quarry steering and raft building

These activities are instructed by qualified instructors and all required PPE such as personal Flotation Devices and safety equipment are provided as standard

### High activities such as zip wire, climbing and abseiling

These activities are instructed by qualified instructors and all PPE such as harnesses are provided and maintained to industry standards

### Land based activities such as archery, games and bush craft

Staff are trained in house by seasoned instructors with a wealth of experience

## Acceptance of risk statement

BF Adventure operates activities that involve an element of risk. It is our inherent belief that exposure to risk in a managed and controlled environment educates, develops and provides opportunity for enjoyment and growth and as such hold tremendous value to participants.

**BFA commitment**-We aim to manage the risk to an acceptable level through planning, training and monitoring. We will seek and listen to feedback from our users and external professionals. We reserve the right to alter plans should external factors such as the weather change the level of risk. BF Adventure will listen to the concerns of participants and will only encourage people to participant as far as they feel comfortable.

**Parent / guardian / group leader commitment**- All participants (including those under your responsibility) that use BF Adventure do so knowing that they enter a risk managed environment or have permission from someone who has parental responsibility to enter

this environment and understand that taking part in activities may result in injuries. Participants agree to wilfully disclose information that may increase the risk level of the activity or would lead to a negative experience. Participants also agree to abide to instructions, safety notices and only access parts of the site they have been given express permission to do so. Failure to abide by these may result in major injury and or death.