

BF Adventure Terms and Conditions 2024.3

1. Contract

- 1.1. These terms and conditions are integrated within our booking form, all conditions must be agreed before any payment is made.
- 1.2. The acceptance of your initial payment forms a contract between you and BF Adventure and you fully accept the terms and conditions herewith.

2. Group Bookings

- 2.1. Group leaders are responsible for gaining parent/carer permission for children under 18 years old and any adult individuals to take part in Activities delivered by BF Adventure
- 2.2. Activities cannot start until we have received and reviewed full and completed medical registration form/s with relevant consent boxes ticked**
- 2.3. BF Adventure cannot be held responsible for any loss or damage to personal property, vehicles or personal injury howsoever caused. It is strongly recommended that groups or individuals take out adequate insurance cover to protect against such cases.
- 2.4. Small groups of 30 or less are not guaranteed sole use of the cabin facilities and the remainder of cabins will be offered to another compatible small group and/or the group at our discretion will be moved into tented accommodation

3. Bookings

3.1. Quotes

3.1.1. After 14 days your quote will expire and any reserved spaces will be released

3.2. Confirmations-

All bookings are considered confirmed once a deposit or full payment is received and a booking form is completed

3.2.1. 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 and form part of the booking form.

3.2.2. 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

3.2.3. We reserve the right to charge interest on late payments

3.3. 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 a credit note made. We will endeavour to give a least one week's notice, but this may not always be possible.

3.3.1. In case of cancellation by customer/client the following applies:

3.3.1.1. More than 8 weeks before course/activity/event start date, loss of all deposits paid

3.3.1.2. Less than 8 weeks before course/activity/event starts, total booking value is payable.

3.3.2. Alterations to booking details by customer/client will be accommodated where possible; BFA Reserves the right to charge an administration charge of £20 for all/any alterations (Email: enquiries @bfadventure.org)

3.3.3. Any deposits paid are non-refundable and non-transferable

3.4. Payments

3.4.1. 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. See "quotes" for more information

3.4.2. Late payment of the deposit invoices may result in the dates being sold to another party and the booking being cancelled

3.4.3. For groups over 60 people, a further 25% deposit must be paid 6 months in advance. Failure to make this payment may result in us reducing the number of participants, resources and activities and opening up to the public the new availability.

3.4.4. The full balance must be paid at least 10 weeks prior to the start of the booking

3.4.5. If the full balance payment is not 8 weeks prior to the booking or as per the payment terms on the invoice, then we will consider the booking cancelled and look to resell the dates and the resources

3.5. Changes to the booking

3.5.1. Changes in bookings that result in a decrease to the final cost (i.e. drop in numbers, removing activities from a programme, etc.) will:

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3.5.1.1. have 50% of the "adjusted cost" deducted from the final balance by BFA if agreed in writing / email more than 8 weeks prior to visit

3.5.1.2. Not be facilitated and will not have the price altered if communicated less than 8 weeks prior to your visit

3.5.2. Change in bookings resulting with an increase in costs can be accommodated if communicated in writing and agreement is made subject to staff and resources being available. All changes within the 30 day period prior to your bookings to this effect will be invoice post event.

3.5.3. Where groups sizes change to be less than 30 people, we reserve the right to offer tents or open up the cabin accommodation facilities to be shared with another compatible small group.

3.6. Additional Charges

3.6.1. BF Adventure will make additional charges to recoup losses from action or inaction from its visitors. These include but are not limited to:

3.6.1.1. Damages to site equipment or tents for repairs or replacement as decided by BF Adventure

3.6.1.2. Administration fees for late payments and significant programme changes

4. Insurance

4.1. We strongly advise that group and individuals have in place adequate insurance to protect against cancelled bookings

5. Group Behaviour

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

5.2. Group leaders must be in attendance on all group sessions, where this is not possible, arrangements must be made with the booking coordinator at least 42 days in advance so an adequate safety plan can be put in place

5.3. Group leaders are responsible for maintaining control whilst groups are at our venues both on and off activities while our staff can focus on the groups enjoyment and safety.

5.4. If participants are asked to remove themselves from the activity they must be supervised by the group leaders

6. Group responsibilities

6.1. 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

6.2. **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

6.3. Access to equipment and activity areas is strictly prohibited without a member of BF Instructional staff being present.

7. Group leaders and other non-participating Adults (NPA)

7.1. Groups on residential can have free of charge, Food and Accommodation for group leaders who are not participating in and who have not paid for activities on a ratio of 1 NPA per 8 participants. i.e. for a group of 32 participants, 4 free places for NPA's will be provided for food and accommodation where applicable

7.2. NPA's above this ratio will be charged the standard rate for food and accommodation where appropriate. We will assume that 1 NPA will be present for every 8 young people on programme. If we are not aware of the additional NPA's above in advance, we will not set aside as part of normal operations the additional accommodation provision (i.e., bed and bedding) and catering provision (i.e., meals), although we will endeavour to support this if we are able to do so. NPA's must be included in the booking either through our customer connect form or our medical and registration form at least 2 weeks prior to the programme

7.3. Where not disclosed before the booking, we will supply an invoice after your programme for the additional food and accommodation provided.

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- 7.4. NPA's will not be included in activities programmes unless there is space on an activity in line with our normal operating procedures. This is at the absolute discretion of the instructors. NPA's must be included in the group medical and registration form or on our customer connect form.
- 7.5. Our primary goal will always be to provide the best experience to the participants who have paid above NPA's

8. Damages

- 8.1. 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.
- 8.2. All damages must be reported to the Duty Manager as soon as possible
- 8.3. Any damages discovered on arrival should be reported to avoid wrongful charges

9. Medical Information

- 9.1. 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
- 9.2. Any medical conditions or disability must be stated on the Medical and registration Form or our customer connect 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.

10. Transport

- 10.1. It is the group leader's responsibility to ensure the entire group has safe passage to BFA site. BFA does not provide any shuttling or transport services for the whole or part of the journey.
- 10.2. We advise to only use local coach companies who know and can access the site. Any companies who are not local we advise a site visit in advance
- 10.3. **Coach** -If travelling by coach, please call us when you are 30 minutes away to give us an ETA. This gives us the opportunity to get a message to the driver to take the following actions:
 - 10.3.1. Drive slowly through the village
 - 10.3.2. Stagger multiple coaches by 5 minutes to avoid jamming the road should a tractor or other big vehicle meet them on the way down
 - 10.3.3. Please use the Via Ferrata Cornwall entrance which is the next turning on the left past the BF Adventure entrance (this is wider and more suitable for coaches)
 - 10.3.4. If necessary and agreed in advance, BF may be able to provide an escort service for the coach. This must be agreed 6 weeks in advance with the booking coordinator.
 - 10.3.5. BF Adventure accepts no responsibility for damage or injury to people or vehicles making their way to and from BF Adventure
 - 10.3.6. Drop off and pick up windows are as follows:
 - 10.3.6.1. Drop off – coaches are only permitted to access the site no earlier than 1130 and must leave by 1230
 - 10.3.6.2. Pick up – coaches are only permitted to access the site no earlier than 1300 and must leave by 1400
 - 10.3.6.3. If these drop off times are not possible you must call BF Adventure to discuss before your visit
- 10.4. **Cars and Mini Buses** – if YP are being dropped off by cars, please call the bookings team so we can help form a smooth drop off and pick up process

11. Catering and Food Allergies

- 11.1. Minimum group size for catering is 20 people unless agreed with the booking coordinator in advance
- 11.2. When food is being provided by us, please indicate any special dietary needs at least 14 days before your arrival using our customer connect or registration form
- 11.3. "May contain" statement - Nuts are not used within menu items although some 'may contain' products may be present. ('May contains' allowable for general consumption within

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menu, not for any one with advised nut allergies unless separately discussed and agreed in writing with group leader– noting that Cornish Barista cannot guarantee a 100% 'Free from' menu/kitchen)

11.4. High risk individual statement-We cannot guarantee that our kitchen/food preparation areas are fully Nut free, a full allergens menu can be provided upon request and provision made for any high risk individual identified in advance with the catering team

11.5. Non disclosure statement -We will do our best to cater for people who **do not** disclose dietary requirements before their arrival but we cannot guarantee this. In this situation, the group will be expected to supply suitable food

11.6. **CROSS-CONTAMINATION STATEMENT - While we have procedures for segregating preparation within meals and drinks, kitchen service may involve shared preparation/cooking areas. If you have a specific food/drink allergen need, please inform us; we will take reasonable steps to prepare your meal safely, although we cannot guarantee a completely allergen-free environment or products.**

11.7. **Please discuss any concerns direct with our team at least 14 days before your arrival.**

12. BF Adventure Responsibilities

12.1. BF Adventure has public and products liability insurance of £10 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.

12.2. 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.

13. Photographs

13.1. 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.

13.2. We kindly ask that any photos taken during your visit only contain images of your young people and every possible care is taken to ensure other centre users are not identifiable in the background

13.3. We operate some of our activities in shared parts of the site where the public and other groups will be operating, and pictures of you and your group may be in the background of other groups shots. All groups who visit are made aware of the points mentioned above with regards to be mindful and respectful and to keep people not in their group out of photos as far as practically possible.

14. Lost Property

14.1. Lost property will be kept for a maximum of 14 days post departure

14.2. Claiming lost property should be done by calling or emailing 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

14.3. 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

15. Via ferrata Cornwall CIC (VFC)

15.1. VFC is a company operating on site that is part of BF Adventure but operated independently. Specific activities owned and operated by VFC will be used in some programmes that are created by BF Adventure. These activities are:

15.1.1. Via ferrata tours

15.1.2. Zip tours

15.2. When using VFC Activities as part of a BF Adventure programme, all due care and management with regards to safety, delivery, insurance, staff, training and legislation will be in place to the same standard as BF Adventure. These include:

15.2.1. Public liability insurance – falls under the BF Adventure insurance

15.2.2. Risk assessment – completed and reviewed to the same standard as BF Adventure

15.2.3. Staff training and supervision – staff are assessed externally by an industry expert

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- 15.2.4. Safety management systems – mirrors the BF safety management systems
- 15.2.5. Legislation – the course built conforms and is externally assessed to EN15567 pt 1 and 2

16. Environmental

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

17. GDPR

- 17.1. For us to exercise our duty of care with regards to participant health and safety, we will require the following to be sent to BF adventure prior to arrival using our medical and registration forms:
 - 17.1.1. Group numbers
 - 17.1.2. Group ages
 - 17.1.3. Relevant medical information
 - 17.1.4. Relevant medication requirements
 - 17.1.5. Relevant disability or sensory needs that would require us to factor in reasonable adjustments to our practices
- 17.2. All our information will be kept secure on our passworded booking system
- 17.3. Paper copies issued will be held in main office and once scanned into our systems will be destroyed
- 17.4. We will keep medical information for 15 years to support any claims brought forward post event
- 17.5. Group bookings will be held on our secure booking system indefinitely and hold the following information:
 - 17.5.1. Client contact details including business name, and contact(s) details
 - 17.5.2. Programme details
 - 17.5.3. Emails
 - 17.5.4. Financial details
- 17.6. The full GDPR policy can be found on our website using this link:
<https://www.bfadventure.org/paperwork/>

18. Complaints

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

19. Permissions and informed choice.

- 19.1. BF Adventure is a professional organisation, but participants should be aware that they are engaging in activities where there are risks.
- 19.2. BF requires group leaders to be aware of the risks and to ensure that parents of young people are aware of the risks, and that parents consent to letting their children engage in activities using our acceptance of risk statement as a guide to the associated risks. This is done by:
 - 19.2.1. checking 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 or
 - 19.2.2. By completing the booking form and checking box relating to parental consent and acceptance of risk
- 19.3. 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.
 - 19.3.1. The AOR statement is located in the BF Adventure Terms and Conditions and via our website, this should form the basis on which parents base their decisions.

- 20. **Smoking** - 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 participate 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.