

## **Booking Terms and Conditions**

### **Self Catering and Accommodation**

Please read these Terms & Conditions carefully before booking. Once a booking has been accepted a binding contract will have been entered based on these Terms & Conditions. If you have any questions about our Terms and Conditions, please do not hesitate to contact us. Brenscombe Outdoor Centre, Portland Outdoor Centre and New Forest Outdoor Centre are owned and operated by Activate Outdoors Ltd Company registration number 3201193

Activate Outdoors Ltd reserves the right, without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and Activate Outdoors Ltd will return any payment accompanying the booking. The agreement is governed by English law.

#### **Contact Details**

Brenscombe Outdoor Centre Studland Road, Corfe Castle, Dorset BH20 5JG Tel:01929 481 222

Portland Outdoor Centre Castletown, Portland DT5 1BD Tel 01305 822255

New Forest Outdoor Centre, Emery Down, Lyndhurst. SO43 7GA Tel 02380 284401

Brenscombe Outdoor Centre is licensed by the Adventure Activities Licensing Authority, Registration No: R0269.

Portland Outdoor Centre is Licensed by the Adventure Activities Licensing Authority, Registration No: R2451.

Once a booking has been confirmed either by completion of our online booking confirmation form, email confirmation or other written confirmation or by payment of our deposit invoice for the booking, a contract has been entered into or all of the following terms become applicable.

#### **1. FEES**

- 1.1. Prices are quoted and charged on a per accommodation unit, per room or per person basis.
- 1.2. A deposit invoice for approximately 50% of the total cost will be raised by Activate Outdoors. Payment of this deposit invoice is required on booking to secure specific dates.
- 1.3. For accommodation prices under £1000 in total the full price may be invoiced for payment at time of booking.
- 1.4. If no payment is received from the client, Activate Outdoors reserves the right to cancel the allocated dates and offer the space to another party.
- 1.5. The balance of the event is payable by the client 4 weeks prior to booked dates. The balance will be invoiced by Activate Outdoors.
- 1.6. If the balance payment is not received from the client by 14 days prior to the booked dates Activate Outdoors will accept that the client has cancelled their booking. Activate Outdoors reserves the right to allocate the place to another group and will retain the deposit as a cancellation fee.

1.7. Purchases from the tuck shop are to be settled prior to departure unless agreed.

## 2. CANCELLATIONS/POSTPONEMENTS

- 2.1. Cancellation: Activate Outdoors reserves the right to cancel a booking. In the event of such a cancellation, clients will be offered one of the following options: a full refund of fees or new mutually acceptable dates.
- 2.2. Client cancellation. We request cancellations in writing but will assume client cancellation if we are unable to contact the client despite numerous attempts to do so, through non payment or through non-attendance at a booked programme or activity.
- 2.3. If the cancellation is over 4 weeks before the first day of the booking, the deposit will either be retained or can be used as a deposit for different mutually acceptable dates.
- 2.4. If the cancellation is within 4 weeks of the first day of the booking the deposit and any balance paid will be retained. £100 will be kept by Activate Outdoors as a cancellation fee and the balance can be allocated towards a different mutually acceptable booking.
- 2.5. **Cancellations prior to attending due to government guidelines or legislation:**
  - A) If government guidelines or legislation require that a group/person is unable to attend due to restrictions in either the area where they are coming from or at the outdoor Centre itself, then a full refund will be offered. Where possible alternative dates or programme options will also be offered.
  - B) If the Outdoor Centre facility is required to quarantine or Activate Outdoors is unable to staff your programme due to the need for staff to self-isolate then the programme will be cancelled and all fees returned. Activate Outdoors will not be liable for any additional expenses you may have incurred with the booking such as transport.
  - C) If a person/member of the group has to quarantine or self-isolate in line with government guidelines and cannot attend, that person/those people will need to cancel their part of the booking.
- 2.6. **Cancellations during a visit.** If customers need to cancel their visit due to ill health, a need to self-isolate or quarantine on or after the 1<sup>st</sup> day of their visit. The booking is considered cancelled, and no refund is due.

## 3. PERSONAL & INSURANCE

- 3.1. Activate Outdoors holds ten million-pound Stirling (£10,000,000) civil liability insurance.
- 3.2. Activate Outdoors recommends that you take out insurance cover for your own personal belongings and accepts no liability for lost/damaged personal belongings.
- 3.3. Activate Outdoors recommends that you take out insurance to cover the cost of the booking should you need to cancel.
- 3.4. Activate Outdoors aims to operate to the highest health and safety levels, however, we remind participants that life presents an element of risk and we accept no liability for any injury or accident that may occur outside the categories of staff negligence or structural failure of facilities operated by Activate Outdoors.

#### **4. CONDUCT ON A COURSE**

- 4.1. The client acknowledges that they are using facilities that are either shared with or are close to other people and that they will conduct themselves in a way to minimise any negative impact on others. The client acknowledges that they will respect the facilities and the people around them. If a person's conduct is unacceptable, Activate Outdoors may, without the need to give reasons, ask for them to leave. Circumstances in which this might occur include (without limitation): disorderly, inappropriate or abusive conduct. In such circumstances the client will not be entitled to a refund of monies and Activate Outdoors will not be liable for any losses so resulting.

#### **5. DAMAGE TO PROPERTY**

- 5.1 Activate Outdoors reserves the right to charge for Damage to property whether caused through a wilful act or genuine mistake. It is recognised that normal wear and tear will occur but occasionally boisterous or malicious behaviour results in damage that visiting parties need to be responsible for. Charges will be made for both material cost and staff time including use of subcontractors where necessary.

#### **6. COMPLAINTS**

- 6.1. In the unlikely event that a client has cause for complaint about the facilities, the complaint should be made to a representative of Activate Outdoors during the visit, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during an event but to complain later. However, should a problem not be resolved during the event, complaint should be made in writing within 28 days of the event.

#### **7. CHANGES TO THESE CONDITIONS**

- 7.1. Activate Outdoors reserves the right to update the Terms and Conditions at any time, without notice. In this instance Customers will be given the right to accept the new terms and conditions or to cancel their booking with a full refund.