

Booking Terms and Conditions

DofE Residential Groups 2023

Please read these Terms & Conditions carefully before booking a programme, course, session, activity or hiring the venue. 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 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 a place on a specific week.
- 1.3. 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.
- 1.4. The balance of the event is payable by the client 4 weeks prior to a course or programme. The balance will be invoiced by Activate Outdoors.
- 1.5. If the balance payment is not received from the client by 14 days prior to the DofE residential Activate Outdoors will accept that the client has cancelled their participation in the programme. Activate Outdoors reserves the right to allocate the place to another person and will retain the deposit as a cancellation fee.
- 1.6. 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 session, course or activity if conditions prevent the safe running of the session, course or activity, if an alternative venue cannot be found. In the event of such a cancellation, clients will be offered one of the following options: a full refund of fees or the same session/course on a different date.
- 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 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 programme, the deposit will either be retained or can be used as a deposit for a different Activate Outdoors programme.
- 2.4. If the cancellation is within 4 weeks of the first day of the programme 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 programme
- 2.5. After full payment has been received, consideration of postponing a persons programme will be given for participants who are forced to cancel on medical or health grounds, a doctor's note will be required.
- 2.6. **Cancellations prior to attending due to government guidelines or legislation:**
 - A) If government guidelines or legislation require that a person is unable to attend due to restrictions in either the area where the group is 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 the participant 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.
 - D) For cancelations due to 2.4 C) the full amount paid is credited towards a future mutually agreed programme provided by Activate Outdoors.
- 2.7. **Cancellations during a programme.** If customers need to cancel their visit due to ill health, a need to self-isolate or quarantine on or after the 1st 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 programme should you need to cancel.
- 3.4. Activate Outdoors reminds clients that our courses tend to contain an element of physical activity and that any physical activity can be strenuous. We suggest that any person who has a medical condition that may be aggravated by participating in a physical activity seeks professional medical advice before doing so and then participates at their own risk.
- 3.5. Activate Outdoors aims to operate to the highest health and safety levels, however, we remind participants that running programmes in the outdoors presents an element of risk and we accept no liability for any injury or accident that may occur outside the categories of instructor negligence or structural failure of facilities constructed by Activate Outdoors.

4. FITNESS AND ABILITY

- 4.1. The courses and activities offered at the Centre may be strenuous at times, but are within the capabilities of children/teenagers of average health. Programmes can be designed to support individuals with various levels of fitness and abilities. Advanced notice of individuals attending with low levels of fitness or with limited abilities will enable a programme to be designed to be as inclusive as possible. We recommend that where possible, participants ensure that they are in a satisfactory state of health before embarking on a course.

5. CONSENT AND MEDICAL FORMS

- 5.1. The client acknowledges that all participants must complete and sign a Medical and Consent Form (or be signed by a person with parental responsibility for under 18s), which must be received by Activate Outdoors prior to the commencement of the programme, session or activity.

6. CONDUCT ON A COURSE

- 6.1. The client acknowledges that during an Activate Outdoors programme participants are required to submit to the reasonable instructions and leadership of the instructors. The client acknowledges that persons attending a course are expected to maintain a high standard of conduct and regard for personal well-being. If a participant's conduct is unacceptable, Activate Outdoors may, without the need to give reasons, ask for them to leave the programme. Circumstances in which this might occur include (without limitation): disorderly, inappropriate or abusive conduct; intoxication; inadequacy of clothing or equipment. 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.

7. DAMAGE TO PROPERTY

- 7.1 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.

8. COMPLAINTS

- 8.1. In the unlikely event that a client has cause for complaint about an Activate Outdoors programme or activity, 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.

9. FUTURE COMPETENCE

- 9.1. It is not intended that any instruction provided to any client while on an event will in any way qualify them to participate in the activities at a later date or instruct any third party and no warranty is made to that effect. Activate Outdoors hereby excludes any liability it might have to any participant or third party in respect of any loss or damage suffered or incurred by that participant or third party in its reliance on any skills taught by any client(s) on the basis of having attended any event.

10. CHANGES TO THESE CONDITIONS

- 10.1. 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.