

## Humberside County Scout Council

### Raywell Park Scout Activity Centre Booking Terms & Conditions

#### **DEFINITIONS**

“You (the customer, your)”

a person, group, school, college, company or business buying products or services from Raywell Park.

“Raywell Park (Raywell Park, Humberside Scouts, us, we, our)”

the service or product vendor as identified on your invoice.

“Booking Confirmation”

acknowledgment of a service, product or campsite ordered by you and sent to Raywell Park.

‘Services’

the services as described in our Charges Schedule or otherwise agreed in writing between Raywell Park and its customers.

#### **APPLICATION**

This agreement applies to this sale or service and all statements made by Raywell Park in brochures, price lists, adverts, quotations including those that are made verbally, written or via the internet. Variations to this agreement must be made by us in writing. Making a booking constitutes acceptance of this Agreement. Raywell Park may vary these Terms and Conditions at its choosing.

#### **BOOKING ENQUIRIES**

A booking enquiry can be made by telephone or email. Once the requirements have been agreed with Raywell Park, bookings must be confirmed within 14 days using the current booking form. Thereafter the date will be released.

#### **BOOKING CONFIRMATION**

Raywell Park will endeavour to acknowledge your booking within 7 days of receipt of the booking form and required deposit. This acknowledgement will be in the form of a booking confirmation (returned to you), showing the total value of the booking less any deposit received. All outstanding monies must be paid as detailed in the section titled Payments and Deposits, below.

#### **ACCEPTANCE OF BOOKING CONDITIONS**

Bookings are only accepted on the basis that the customer agrees to abide by our terms and conditions and confirms this by signing the booking form. Booking Forms completed electronically and received by email will be deemed to have accepted these conditions.

#### **CUSTOMER'S OBLIGATIONS**

Booking information: You shall promptly provide Raywell Park on request all such information which we reasonably require to provide any services and shall:

- ensure that all information that you provide to us is true, complete, accurate and adequate;
- promptly inform us of any changes to any such information;
- provide any additional information that we may require as soon as possible and
- confirm the accuracy of information held by us promptly following any request.

#### **PAYMENTS & DEPOSITS**

A non-refundable 25% deposit is required with the booking form for all bookings over £50.00

The balance is required in full 14 days prior to the date of arrival.

If your booking is less than 14 days from the start of your event, then the full amount is due immediately.

#### **CANCELLATION POLICY**

Cancellations of confirmed bookings, or part thereof, must be received by us in writing (post, email) and will incur a cancellation fee:

- Up to 120 days before booking    0% of the total bill
- Up to 61 days before booking    50% of the total bill
- 60 days or less before booking    100% of the total bill

There is no obligation for us to provide refunds. Such requests will be considered at our sole discretion and will be dealt with on an individual basis.

## **ARRIVAL AND DEPARTURE TIMES**

Weekend use starts at 17:00 on Friday and ends at 15:30 on Sunday.

School week use starts at 09:00 on Monday and ends at 15:00 on Friday

If you wish to vary these times, you must advise us of the required variations **at least** 10 days beforehand. We will work with our outgoing / incoming customers (where possible) to try to accommodate your wish. Please note that no guarantee of such variation is implied or given without written consent.

## **HYGIENE & HOUSEKEEPING**

In order to keep costs to a minimum we rely very heavily on volunteer staff to support the site. Please note a **minimum charge of £150** will be levied if we have to clean up after you. To help make the work of our support staff easier, we would ask that you treat the site with care (keep it clean and tidy). Please leave the site and premises as you would expect to find them.

## **WASTE DISPOSAL**

We encourage you to recycle waste wherever possible. You must ensure that all discarded waste is placed in the correct waste / recycle bins. Hazardous waste must be removed from the site.

## **ACTIVITIES**

To avoid disappointment please complete the appropriate forms and book your activity times as soon as possible, prior to your visit. All activities are subject to suitable lighting and / or weather conditions. **We** reserve the right to cancel or reschedule sessions due to adverse weather, unavailability of instructors, late bookings or any circumstances beyond our control.

Due to insurance restrictions, some activities may not be available to all user groups.

## **ACTIVITY PRICING**

Activity prices include the use of the activity equipment for the duration specified. Continuation of an activity beyond the times booked is subject to availability and (where appropriate) the activity instructor. Extended activities will be chargeable to the user.

## **ACTIVITY INSTRUCTORS**

Where we are requested to provide qualified instructor(s), this will be to National Scouting requirements. You should ensure that these qualifications meet your requirements both before booking and before taking part in any activity.

Users bringing their own instructor must ensure that their permits, or National Governing Body qualifications are valid. Where you provide your own instructors, they must meet your home organisation's requirements and be sufficiently insured.

## **AIR RIFLE SHOOTING**

Air Rifle participants under the age of 18 years must have a signed parental consent form. A blank copy is available on our website. The use of humanoid or animal shapes for target shooting of any kind is not permitted on site.

## **LICENSED ACTIVITIES**

We are privileged to hold a 24 hour licence for all of our licensed activities. These are:

- The sale / supply of alcohol,
- The provision of late night refreshment (licensable between 23:00 and 05:00)
- The provision of regulated entertainment (this includes the showing of films or playing of amplified music)

The customer must inform us if they wish to make use of our license prior to arranging or organising any such event. Where we agree to the use of our license, the person in charge of such activity and anyone involved in the sale of alcohol must have undertaken our licensing training and agreed to the terms and conditions therein.

## **FIREWORKS / CHINESE LANTERNS**

Due to our geographical location, structure of buildings and the close proximity of both our residential neighbours and local livestock, we do not allow users to let off fireworks or use Chinese lanterns.

## **PHOTOGRAPHS**

We may take photographs of participants for publicity, including use on our own website. It is your responsibility to notify us prior to your visit if any members of your group do not want to appear in any such photography.

## **CHILD PROTECTION**

It is the policy of both The Scout Association and Raywell Park to safeguard the welfare of all young people by protecting them from neglect, physical, sexual and emotional harm. We are a scout campsite and activity centre and follow The Scout Association's child protection code of practice (The Scouts Yellow Card). A copy of this code is available online and from the County Office on request. Accepted bookings must abide by this code. Where your party

includes young people, all of your adults must have been deemed suitable to work with children and young people by your own organisation.

### **SMOKING (INCLUDES VAPING)**

We strongly discourage smoking. Adults who do smoke must do so discreetly and not in front of young people. It is illegal for any person under the age of 18 years to smoke or vape. Smoking is not allowed in any building on site.

### **ALCOHOL**

It is expected that at least two adult members of your party do not consume any alcohol in case of an emergency. Alcohol is not to be consumed by anyone under the age of 18 years. Scout groups using the site should refer to the green card for further guidance. The sale and / or supply of alcohol on site is subject to licensing requirements (see licensing section above).

### **ILLEGAL SUBSTANCES**

The possession or use of any illegal substances on our site will not be permitted and any person found in contravention of this requirement will be asked to leave the site immediately, without refund of any fees or monies paid. We reserve the right to inform the appropriate authorities in such circumstances.

### **ANIMALS**

Animals are not encouraged on the site without prior arrangement (with the exception of assistance / support dogs). Please contact the office and also write on the booking form, should you wish to bring your pet. Any animal on site must be kept under control and any fouling must be removed immediately.

### **VEHICLES**

Vehicles entering our site do so entirely at the owners own risk. All vehicles must remain on designated roadways and be parked in a designated car park unless permitted by our staff.

We reserve the right to tow out of the way, any vehicle(s) that is / are causing an obstruction or incorrectly parked, without gaining the owner's permission. We will not be liable for any costs and / or damage caused as a result.

Where any damage is caused to our property (including fields), we reserve the right to charge the vehicle owner or driver for such damage.

The site speed limit is a maximum of 10 mph.

### **INSURANCE AND LOSS OF PROPERTY**

It is your responsibility to arrange appropriate insurance against cancellation, curtailment, personal accident, personal liability and theft. We only accept liability for loss, damage or injury resulting from negligence by us. We must be notified of lost property within 7 days, as any items found are disposed of thereafter.

### **HEALTH & SAFETY**

Users must be aware that our site operates in accordance with the appropriate Health & Safety requirements. All organised groups must be responsible for and implement an appropriate duty of care for all people in their charge. Example Risk Assessments for all relevant activities are available on our website, however these are to be used as a guide only. Users must undertake their own Risk Assessment prior to undertaking any activity.

Users are responsible for the provision of appropriate first aid cover for the duration of their visit. All accidents must be reported to our office by telephone on 01482 655732 or by email ([countyoffice@humbersidescouts.org.uk](mailto:countyoffice@humbersidescouts.org.uk)) within 24 hours of your visit.

**We reserve the right to terminate any booking (without refund) whereby any individual / group / organisation refuse to adhere to current UK Health and Safety legislation.**

### **LIABILITY**

Our liability to you in respect of any claim in tort, contract or breach of statutory duty, including consequential losses, shall be limited to the total cost of your booking, except that nothing in these terms and conditions limits any liability that cannot be legally limited including, but not limited to death or personal injury, fraud, or fraudulent misrepresentation.

### **THIRD PARTY RIGHTS**

Unless stated otherwise, nothing in these terms and conditions shall give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions

## **EMERGENCY SERVICES**

To comply with our Premises License, any report to, or visit by a relevant authority or emergency service to our site must be recorded. Such instances should be reported to our office by telephone on 01482 655732 or by email ([countyoffice@humbersidescouts.org.uk](mailto:countyoffice@humbersidescouts.org.uk)) within 24 hours of the visit.

## **SERIOUS INCIDENTS**

In the event of a serious incident, in the first instance, you must contact the appropriate emergency service. Additionally, you should contact the duty manager via our 24 hour 'on call' facility, the telephone number for which is 01482 656200. This number is also available on the office door and all building key tags.

## **RISK MANAGEMENT**

All of our supplied activities are assessed for risks and reviewed regularly. Specialist equipment is provided and is fit for purpose. All equipment is checked regularly and inspected as part of our safety management systems.

## **SAFETY STATEMENT**

Safety is paramount in all outdoor and adventurous activities, and we ensure our safety management systems are our top priority. We have robust risk and safety management systems in place.

## **STATEMENT OF ASSUMED RISK**

Outdoor and adventurous activities often involve learning new skills in unfamiliar environments. Both participants and persons with parental responsibility must accept an element of risk. Activities may result in bumps and scrapes. To minimise risks we have evolved a 'safe system of work' and regularly Risk Assess our programmes and activities.

Jewellery, rings, chains, earrings etc. must be removed or taped over whilst participating in activities which could result in them being snagged. Long hair must be tied back. In the interest of safety the Archery Leader will ask if participants have any form of body piercing.

## **ABILITY TO PARTAKE**

Both as participants and persons with parental responsibility, you should ensure that you and your party are physically comfortable with activities undertaken and carry out a suitable risk assessment.

We strive to be a wholly inclusive activity centre, however some of our activities may be physically demanding and require certain levels of fitness and / or ability. Where necessary, you should seek further guidance from sources such as the NHS Live Well Exercise Guide.

We endeavor to make reasonable adjustments where possible. If you have any queries about this, please discuss it with us.

## **DAMAGES**

You must report any damage that occurs / has occurred during your visit.

You may become liable for any loss incurred by us resulting from any unreported or negligent damage to the site or centre(s) and / or its equipment that is caused by any member (or guest) of your party.

## **DATA PROTECTION**

Both parties shall comply with all applicable requirements of data protection legislation in the UK including but not limited to the General Data Protection Regulation (EU 2016/679, and the Data Protection Act 2018.

The information you supply to us will only be used to manage your booking(s) and for our contact mailing list. If you do not want to receive further brochures or updates, please let us know. We do not sell or pass on any data to third parties under any circumstances unless required to do so by a statutory body.

## **CLOSED CIRCUIT TELEVISION CAMERAS**

Raywell Park operates closed-circuit television recording systems. Images are recorded for the purpose of crime prevention, public and child safety. The system is managed by our data controller. We work within current GDPR and Data Protection guidelines.

## **FORCE MAJEURE**

We shall not be liable for any delay in performing, or failure to perform any obligation or alterations and cancellations due to any cause beyond our reasonable control. This includes but is not limited to strikes, lock outs, labour disputes, unauthorised encampments, acts of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining staff, materials, goods or raw materials in connection with the performance of this agreement.