



# New Forest Outdoor Centre

## **Terms and Condition for New Forest Outdoor Centre**

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. The New Forest Outdoor Centre (NFODC) is the trading name for Activate Outdoors Ltd. Company registration number 3201193. NFODC reserves the right, without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and NFODC will return any payment accompanying the booking. The agreement is governed by English law.

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

### **1 FEES**

- 1.1 Any quotations drawn up on a per head basis by Activate Outdoors Limited (henceforth referred to as the New Forest Outdoor Centre or NFODC), will prescribe a minimum number of attendees. NFODC will not give any refund if numbers fall below this minimum and will charge the specified per head fee for any additional persons attending.
- 1.2 For any confirmed team building session, course or activity, a deposit invoice for 60% of the total cost (excluding bar bills and additional attendees) will be raised by NFODC. Payment of this deposit invoice within 14 days of the deposit invoice date, or before the event, whichever is sooner, is required.
- 1.3 If no deposit is received from the client within the 14 day period specified on the deposit invoice, prior to the event date, NFODC reserves the right to cancel the session, course or activity and offer the date to another party. The deposit invoice for 60% of the price of the proposed programme will however still be payable to cover the costs incurred by NFODC.
- 1.4 The balance of the event fee including bar bills and additional attendees, is payable by the client within 14 days following a course or programme, in response to a balance invoice from NFODC.
- For sessions booked at the New Forest Outdoor Centre any monies due for additional participants and/or the balance invoice must be settled on the day.

- 1.5 If no payment is received from the client within the 14 day period specified on the balance invoice, NFODC will start procedures to recover the debt.
- Once a booking has been made, it may be possible to increase the number of participants. Additional participants need to be booked in advance
- Vouchers are registered in the sole name of the purchaser (the "voucher owner") and can be transferred to a third party e.g. as a gift. It is the responsibility of the voucher owner to protect the voucher code(s), and not to divulge them to any third party that is not the intended recipient of the voucher. Voucher details need to be provided at the time of booking.

## **2 CANCELLATIONS/POSTPONEMENTS**

- 2.1 Cancellation by NFODC: NFODC 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 the following options: Either a full refund of fees or the same session/course on a different date.
- 2.2 Client cancellation: all client cancellations must be in writing. If the cancellation is between 12 (twelve) and 4 (four) weeks before the start of the course, session or activity, the 50% deposit will be retained by NFODC. If it is less than 4 (four) weeks before the start of the course, session or activity the client will be liable to pay NFODC the full 100% course, session or activity fee.
- 2.3 If a client wishes to change the date of a confirmed event, course, session or activity, within twelve weeks of the event date, the client will be liable for an additional 25% of the total event price, on top of the full event price, to cover NFODC overheads associated with moving the date. To secure the revised date, both the deposit invoice and the additional 25% of the full event price must be paid.
- 2.4 If a client wishes to change the location or programme content of a confirmed event, course, session or activity, NFODC reserves the right to charge the client for any costs incurred in order to implement the changes, which may include an administration fee.
- 2.5 NFODC reminds clients that any bookings involving venue hire and/or accommodation and/or food expenses are liable to cancellation or postponement fees. Please see section 4 for details.

### **3 PERSONAL & INSURANCE**

- 3.1 NFODC holds five million pound Stirling (£5,000,000) civil liability insurance.
- 3.2 NFODC recommends that you take out insurance cover for your own personal belongings and accepts no liability for lost/damaged personal belongings.
- 3.3 NFODC 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.
- 3.4 NFODC 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 NFODC.

### **4 ACCOMMODATION, FOOD & VENUE EXPENSES**

- 4.1 Where NFODC are arranging non-NFODC accommodation, non-NFODC venue hire or non-NFODC catering on behalf of the client a separate set of invoices will be raised by NFODC. These invoices will include an NFODC administration fee.
- 4.2 A deposit invoice for non-NFODC accommodation, non-NFODC venue hire or non-NFODC catering is payable by the client to NFODC to hold the booking. The client is advised that if this payment is not made, they risk losing the accommodation/venue/catering.
- 4.3 A balance invoice for non-NFODC accommodation, non-NFODC venue hire or non-NFODC catering is payable by the client to NFODC within 7 days prior to the event, session, course or activity, in response to a balance invoice from NFODC. If this payment is not received by NFODC within the specified timescale, NFODC will start procedures to recover the debt.
- 4.4 In the event of cancellation or changes to numbers by the client, the client is advised that hotels/bed and breakfast facilities, venue providers and caterers/restaurants/pubs may retain deposits on cancellation and/or demand full payment for the reserved number of delegates.
- 4.5 NFODC reserves the right to exercise the terms and conditions set down by the relevant hotels/bed and breakfast facilities, venue providers and caterers/restaurants/pubs in circumstances such as per condition 4.4.
- 4.6 NFODC advises that the rates quoted for accommodation, venues and catering do not include bar bills, use of the telephone or internet services, room service or any other

personal costs incurred and NFODC accepts no responsibility for paying such additional bills.

## **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 NFODC at least three working days prior to the commencement of the programme, session or activity. The Medical and Consent Form can be completed on line or downloaded and returned either as an email attachment or in the post.

## **6 CONDUCT ON A COURSE**

- 6.1 The client acknowledges that during a NFODC programme participants are required to submit to the reasonable instructions and leadership of the NFODC instructors. The client acknowledges that persons attending a NFODC course are entitled to expect a high standard of conduct and regard for personal well being on the part of all participants. All programmes with participants under 18 years old must have enough accompanying adults to remain responsible for them at all times. Parents, teachers and those in comparable roles must maintain control of those children to the satisfaction of the NFODC instructors. If a participant's conduct is unacceptable, NFODC may, without the need to give reasons, ask for them to leave the programme. Circumstances in which this might occur include (without limitation): disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment. In such circumstances the client will not be entitled to a refund of monies and NFODC will not be liable for any losses so resulting.

## **7 MOBILE HIGH ROPES COURSE**

- 7.1 Prices quoted will be for a maximum of six hours operation per day. For events when over six consecutive hours will be worked, and/or large events, extra instructors WILL be required for health and safety reasons, at additional cost. On long days NFODC may need to provide two separate shifts of instructors. If the event organiser fails to book enough instructors or changes the hours of operation to over six hours, without pre-booking additional instructors, NFODC reserves the right to close the Mobile High Ropes Course at various times during the event, in order to operate the appropriate break periods.

## **8 WEDDINGS IN THE WOOD**

- 8.1 Please refer to the booking conditions for Weddings in the Woods which can be found on the Weddings in the Wood [website](#).

## **9 COMPLAINTS**

- 9.1 In the unlikely event that a client has cause for complaint about an NFODC event, the complaint should be made to a representative of NFODC during the event, 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.

## **10 FUTURE COMPETENCE**

- 10.1 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. NFODC 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.

## **11 CHANGES TO THESE CONDITIONS**

- 11.1 NFODC reserves the right to update the Terms and Conditions at any time, without notice.

April 2016