

# Walton Firs Foundation and Activity Centre



Where young people learn, develop and enjoy in the natural environment

## Terms and Conditions of Service 2022/2023

Thank you for your booking at Walton Firs Activity Centre. This document sets out the terms and conditions of your booking, and we ask you to read it carefully.

### 1. DEFINITIONS:

1.1 **"The Centre"** refers to Walton Firs Activity Centre, Convent Lane, Cobham, Surrey KT11 1HB owned and operated by the Walton Firs Foundation

1.2 **"Foundation", "we", "us"** refers to Walton Firs Foundation, a company registered in England and Wales whose registered office is at Dixcart House, Addlestone Road, Bourne Business Park, Addlestone, Surrey, KT15 2LE, registered charity no. 1113830.

1.3 **"Booking Form/s"** refers to Walton Firs Activity Centre standard forms.

1.4 **"Organisation", "you"** refers to the customer making the booking.

1.5 **"Booking Confirmation"** refers to a numbered document showing the accommodation and campsite, activity or equipment booked and the price at the time of booking.

1.6 **"Accommodation"** refers to an indoor accommodation building with maximum capacity and facilities as set out in our price list.

1.7 **"Campsites"** refers to a camping space only with access to toilet and showers, water and firewood.

1.8 **"Adult in Charge"** refers to the adult accompanying the group named in the "Booking Form".

1.9 **"Instructed Activity"** refers to an activity run by a member of the Centre staff, volunteer instructor or a contractor under the control and supervision of "The Centre"

1.10 **"Site Rules"** refers to the rules of conduct for all visitors to the Centre, which may be amended from time to time in our sole discretion.

### 2. BOOKING YOUR VISIT:

2.1 A provisional booking at "The Centre" may be made by telephone or visit to our Office Reception between the hours of 09.00 and 17.00hrs. Our staff will be happy to help you with your individual booking requirements, including any activity programmes and equipment hire for your visit. Alternatively, you may email us at [info@waltonfirs.co.uk](mailto:info@waltonfirs.co.uk)

2.2 A provisional booking may be made (subject as set out below); this will be held for a 14-day period only from the date that the booking was made, after which time the booking **will not be held**, and no guarantee of availability is given. In order to confirm your booking, a completed "Booking Form" and a non-refundable 25% deposit on all bookings must be received by us within the 14-day period. Provisional bookings may not be made less than 21 days before the date of the event booked, in which case only firm bookings comprising Booking Form and 25% deposit will be accepted.

2.3 Confirmation of your booking and a receipt for your deposit will be sent to you within 7 days of receipt of the completed "Booking Forms" at "The Centre". We would ask you to carefully check that all the details are correct, and notify us of any errors or omissions within 14 days. The Centre's cancellation policy will apply from the earlier of the end of the such 14-day period, or 21 days before the event booked.

### 3. FEES, CHARGES AND VALUE ADDED TAX:

3.1 Camping fees, charges for camp sites, indoor accommodation, "Centre" activities and equipment hire are as per the published price list, applicable at the time of booking. **The Foundation reserves the right to amend or alter these prices at any time.** If prices change prior to your stay and differ from the price/cost on your booking confirmation, notification will be given. You will have the

opportunity to cancel your booking without incurring any penalty, and your deposit will be refunded. VAT is charged at the current rate where applicable.

#### 4. TERMS OF PAYMENT:

4.1 The balance of all service delivery charges are payable in full, either prior to your departure from “The Centre”, or within fourteen days of the final invoice being issued. Bookings made by “Organisations” on payment terms other than our standard terms, are required to provide an official order against which “The Centre” may invoice.

4.2 Payment may be made by cash, BACS transfer, by credit or debit card, (AMEX is not accepted), or by cheque made payable to ‘Walton Firs Activity Centre’,

4.3 The “Centre” reserves the right to charge interest on overdue accounts at 2% above the current base rate.

#### 5. TERMS OF CANCELLATION:

5.1 All cancellations of confirmed bookings must be made in writing, or will not be deemed valid. In the event of a booking for “Accommodation”, or a “Camp Site”, or instructed activities, or equipment hire being cancelled, or in the event of a non-arrival, the “Centre” reserves the right to charge for the facility booked as set out below:

5.1.1 Non-arrival or cancellation 30 days or less from date of arrival, will result in a charge of the full cost as per your booking confirmation;

5.1.2 Cancellation 30-90 days from date of arrival, will result in a charge of 50% of the full cost of your booking confirmation;

5.1.3 Cancellation more than 90 days from date of arrival will result in a charge of the Loss of your deposit.

5.2 Once “The Centre” has been notified in writing of your cancellation, we will make reasonable efforts to resell your booking. If resold, we will refund your deposit and the amount charged, less an administration charge of £25.

5.3 “The Centre” reserves the right to cancel your booking or curtail your stay with us, where forced to do so due to circumstances beyond “The Centre’s” control. We will endeavour to offer mutually acceptable alternative dates, if we are able to do so, and will refund your deposit in full.

#### 6. ARRIVAL AND DEPARTURE:

6.1 Your booking for “Accommodation” buildings or “Campsites” will commence at 16.00 hrs on the date of your arrival. You are required to vacate your facility by 16.00hrs on the day of your departure. If you require access to the buildings you have booked or set up your campsite outside of these times, prior agreement must be made. Every effort will be made to accommodate your requirements, but this will depend on availability. An additional charge may be made to your booking, depending on your requirements.

6.2 Day visits normally start at 09.00hrs and end at 18.00hrs. Evening visit times are by agreement and are as stated on your booking confirmation.

6.3 On arrival at Walton Firs Activity Centre, the “Adult in Charge” is required to check into reception before going to your campsite, building or activity.

#### 7. CAMPSITE POSITION REQUESTS:

7.1 Whilst we make every effort to allocate your chosen campsite at the time of booking, no guarantee is given. The decision of the Activity Centre Duty Manager will be final.

#### 8. PRESENTATION OF ACCOMMODATION, BUILDINGS AND CAMPSITES:

8.1 On arrival, your accommodation will be presented to you in a clean and tidy condition. If you are not satisfied with the state of the presentation or cleanliness of your accommodation, you should inform the Activity Centre Duty Manager immediately.

8.2 On your departure, you are expected to leave the facilities in a clean and tidy condition. All campsites and areas used for activities must be cleared of rubbish, and left in a clean and tidy condition on your departure. If the building or campsite requires additional cleaning, or is left in an otherwise unsatisfactory condition, “The Centre” reserves the right to charge an ‘additional cleaning fee’ of up to £100.

8.3 An arranged inspection of the building may be made prior to departure, contact the “Centre” office to organise.

#### 9. INSURANCE AND LOSS OF PROPERTY:

9.1 It is your “Organisation’s” responsibility to arrange appropriate insurance cover for all members of your group against personal accident, personal liability, and theft or loss of property during your stay.

**9.2 LIMITATION OF LIABILITY – PLEASE PAY PARTICULAR ATTENTION TO THIS CLAUSE:** Subject as set out below, the Foundation will only be liable for loss or damage or injury resulting from negligence by Centre staff, its servants or agents. In no circumstances will we be liable for any loss of profit, loss of opportunity, pure economic loss, or any indirect or consequential loss.

#### 10. GROUP MANAGEMENT AND THE SUPERVISION OF MINORS:

10.1 It is your "Organisation's" responsibility to ensure that Walton Firs Activity Centre is suitable for your groups' requirements and any necessary risk assessments are carried out prior to the use of the facility provided.

10.2 The responsibility for supervision and the welfare of your group members is at all times with the "Adult in Charge".

10.3 An adult must accompany group members on Centre activities, to ensure that they are correctly supervised. Walton Firs Activity Centre staff only provide instruction during "Instructed Activities".

10.4 All visitors must endeavour to be respectful of other visitors on site and to ensure that disturbances to other visitors and neighbours are avoided. Causing such disturbances, or otherwise behaving in a manner not reasonably acceptable to the Centre staff, or not complying with Site Rules, could result in members of your group being asked to vacate "The Centre". If you are asked to leave the Centre in these circumstances, no refund will be given. [A copy of the Site Rules may be provided in advance on request].

10.5 The provision of First Aid is the responsibility of the "Adult in Charge". First aid kits are not provided in the accommodation buildings, and visitors to the Centre are expected to meet their own first aid needs.

#### 11. CHILD PROTECTION POLICY:

11.1 "The Centre" is committed to the safeguarding of children and young people, and to the assurance that no child or young person visiting "The Centre" and using its facilities is placed at risk of harm. It is therefore a requirement that any adult (18 or over) staying overnight at "The Centre" must have undergone a full DBS (Disclosure and Barring Service) check, to confirm their suitability to work alongside young people. The "Adult in Charge" must ensure that "The Site" policy is observed at all times.

#### 12. MARKETING AND PROMOTION OF "THE CENTRE":

12.1 "The Centre" may, from time to time, take photographs of visitors taking part in activities at "The Centre" for use in promotional materials. If a photograph of any child is to be used, parental consent will be sought. If any member of your "Organisation" does not want to appear in any photograph taken by "The Centre", you should notify the Duty Manager on arrival.

#### 13. SAFETY OF ACTIVITIES AND WEATHER CONDITIONS:

13.1 Safety of all young persons' taking part in "Instructed Activities" is paramount. All visitors must comply with safety regulations and instructions of Centre staff. In adverse weather conditions it may be necessary to substitute alternative activities for some activities. In such circumstances, the decision of the activity instructor is final.

#### 14. CONSUMPTION OF ALCOHOL:

14.1 It is the responsibility of the "Adult in Charge" to ensure that young people under the age of 18 years of age do not consume alcohol. Adults aged 18 years of age and above may consume alcohol within their own building or campsite only. However, perceived or actual drunkenness within any part of "The Centre" will not be tolerated and will be deemed a breach of the "Site Rules".

#### 15. SMOKING:

15.1 A smokers' area is located in the north-eastern corner of the car park, next to the bin store. The use of tobacco-based smoking products is not permitted within any other areas of "The Centre".

#### 16. CONSUMPTION OF ILLEGAL SUBSTANCES:

16.1 The use of illegal substances is not permitted in any areas of the "The Centre". Perceived or actual use of illegal substances within any part of "The Centre" will be deemed a breach of the "Site Rules", and may result in the police and/or children's social care services being contacted.

#### 17. ACCEPTANCE OF BOOKING CONDITIONS:

17.1 All bookings at "The Centre" are accepted on the condition that your "Organisation" agrees to abide with our Terms and Booking Conditions and the "Site Rules" and confirms this acceptance on the "Booking Form".

#### 18: DATA PROTECTION ACT 2018:

18.1 The information supplied to "The Centre" will only be used to process your booking and to include you on our mailing list. If you do not wish to receive further information and Centre newsletters, please advise us by ticking the 'do not use my details' box on the booking form.

#### 19: GOVERNING LAW:

These Terms and Booking Conditions are governed by English law and through your acceptance of them, you agree to the jurisdiction of the English courts.

Date of Annual Review: 16/12/2021

Date of Next Annual Review: 01/12/2022