TERMS AND BOOKING CONDITIONS – WALTON FIRS ACTIVITY CENTRE

DEFINITIONS

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

"Foundation", "we", "us" Walton Firs Foundation, a company registered in England and Wales whose registered office is at Hillbrow House, Hillbrow Road, Esher, Surrey, KT10 9NW, registered charity no. 1113830.

"Booking Form/s" Walton Firs Activity Centre standard forms.

- Booking of accommodation and camp sites
- h Booking for Centre activities
- Booking for hire of equipment C.

"Organisation", "you" The customer making the booking

"Booking Confirmation" A numbered document showing the accommodation and campsite, activity or equipment booked and the price at the time of booking.

"Accommodation" An indoor accommodation building with maximum capacity and facilities as set out in our price list.

"Campsites" Camping space only with access to toilet and showers, water and firewood.

"Adult in Charge" The adult accompanying the group named in the "Booking Form"

"Instructed Activity" An activity run by a member of the Centre staff, volunteer instructor or a contractor under the control and supervision of "The Centre"

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

(1) BOOKING YOUR VISIT

A provisional booking at the "The Centre" may be made by giving us a call or dropping into our Office Reception between the hours of 09.30 and 17.00hrs. Our staff will be happy to help you with your individual booking requirements including any activity programs and equipment hire for your visit. Alternatively you may email us at

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 booking was made after which time the booking will not be held and no guarantee of availability can be 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.

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. Cancellation policy will apply from the earlier of the end of such 14 day period or 21 days before the event booked.

(2) FEES, CHARGES AND V.A.T.

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 and 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.

(3) PAYMENT TERMS

The balance of all camp fees and other charges are payable in full prior to your departure from "The Centre" unless alternative payment terms have been agreed between us and you in writing at the time the booking was made.

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. Charges for instructed evening activities and evening use of "The Centre" facilities are payable in full at time of booking.

Payment may be made by bank transfer, by cheque made payable to Walton Firs Activity Centre or by credit or debit card, (AMEX is not accepted). Card payments will incur a 3% surcharge per transaction

"The Centre" reserves the right to charge interest on overdue accounts at 2% above NatWest Bank base rate.

(4) CANCELLATION

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", instructed activity 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:

Non-arrival or cancellation 30 days or less from date of arrival Cancellation 30-90 days from date of arrival Cancellation more than 90 days from date of arrival

the full cost as per your booking confirmation 50% of the full cost on the booking confirmation Loss of deposit

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/the amount charged less an administration charge of £25.
"The Centre" reserves the right to cancel your booking or curtail your stay with us where forced to do so in circumstances beyond the Centre's control. We will

endeavour to offer mutually acceptable alternative dates, if we are unable to do so your deposit will be refunded in full.

(5) ARRIVAL AND DEPARTURE

Your booking for "Accommodation" buildings or "campsites" will commence at 16.00hrs on the date of your arrival and you are required to vacate your facility by 15.30hrs on the day of your departure. If you require access to the building you have booked or start to set up your campsite outside of these times prior agreement must be made in writing and every effort will be made to accommodate your requirements but this will depend on availability. A charge may be made depending on your requirements

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. On arrival at Walton Firs the "Adult in Charge" is requested to check into reception before going to your campsite or building.

(6) CAMPSITE POSITION REQUESTS

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

(7) CLEANING - ACCOMMODATION, BUILDINGS AND CAMPSITES

On arrival your accommodation should be in a clean and tidy condition. If you are not satisfied with the state of cleanliness you should inform the Duty Manager immediately. On your departure you should 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 and is left in an unsatisfactory condition, the Centre reserves the right to charge a cleaning fee of £50. An arranged inspection of the building may be made prior to departure, contact the Centre office to organise.

(8) INSURANCE AND LOSS OF PROPERTY

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 the course of your stay.

<u>LIMITATION OF LIABILITY - PLEASE PAY PARTICULAR ATTENTION TO THIS CLAUSE</u>

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.

(9) GROUP RESPONSIBILITY AND SUPERVISION OF MINORS

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.

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

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

All visitors should endeavour to be respectful of other visitors on site and ensure that disturbances are avoided. Music should not be played after 10pm. 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 the offender or offenders 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].

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

(10) CHILD PROTECTION POLICY

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

(11) MARKETING AND PROMOTION OF "THE CENTRE"

"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 picture 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.

(12) SAFETY OF ACTIVITIES AND WEATHER CONDITIONS

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 sessions; the decision of the activity instructor is final.

(13) ALCOHOL

It is the responsibility of the "Adult in Charge" to ensure that at no time is alcohol consumed by those under 18 years of age. Adults (over 18 years of age) may consume alcohol within their own building or campsite only [but drunkenness will not be tolerated anywhere in "The Centre" and will be deemed a breach of "Site Rules"].

(14) SMOKING

Smoking is not permitted in the "Accommodation" buildings, campsites or in activity areas at "The Centre".

(15) ACCEPTANCE OF BOOKING CONDITIONS

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

(16) DATA PROTECTION 1998

The information supplied to "The Centre" will only be used to process your booking and for our mailing list. If you do not wish to receive further information and Centre brochures please tick the box on the booking form.

(17) GOVERNING LAW

These terms and conditions are governed by English law and that you agree to the jurisdiction of the English courts.