

Please take time to carefully read the following Terms and Conditions and the documents we send you as they form the basis of the contract between yourself and UK Youth which comes into effect, when you make your booking.

## Terms and Conditions 2019

1. In these terms and conditions, **'You'** means the organisation, or an individual making a booking and named in the booking confirmation and includes all members of the party for which the booking is made and anybody appearing to act on your behalf.
2. **'We'** and **'Us'** means UK Youth (Registered Charity No. 1110590) of Avon Tyrrell Outdoor Centre, Bransgore, Hampshire, BH23 8EE.
3. Where a party or a booking is to include members from an organisation/institution/family/friends' group or similar body you must tell us the following before we can confirm your booking: the name and type of organisation/institution etc. details for the contact person making the booking and any other information we may reasonably require.
4. To support your booking, you must provide in advance of your stay all the information requested including rooming, catering and activity medical forms and these must be confirmed on arrival as accurate. Changes may be made prior to your visit by email, or by the group leader or a designated individual on arrival. All forms should show the name(s) of the booking leader(s) who accepts overall responsibility for the whole party. They must be over the age of 21, capable of managing the group and, present for the duration of the stay. Additional information should also be provided to us for guests with restricted mobility, special needs and/or care requirements.
5. Our aim is to provide a relaxed atmosphere suitable for all types of groups and families in a natural environment. To ensure the maximum enjoyment of your stay and that of all our other guests we require you to comply with all the conditions in this, our contractual agreement with you.

### Contract Conditions

6. The conditions of this contract shall apply to your booking. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of UK Youth.
7. For avoidance of doubt the contract is between you and us and any claim for non-payment of the booking value or any part thereof shall be brought against you.

## Changes and Cancellation Charges

8. All bookings are refundable if cancelled within 48 hours.

Bookings for Camping, GoAdventure, Fundays and Events where full payment is required at the time of booking are then non-refundable should you wish to cancel part or all of the booking.

For all other bookings the following cancellation conditions and charges then apply:

- 50% if cancelled within 12 weeks of arrival
- 75% if cancelled within 8 weeks of arrival
- 100% if cancelled within 4 weeks of arrival

Where the booking is cancelled in its entirety the percentages refer to the whole booking costs.

Where the cancellation refers to selected resources or aspects of a booking percentages refer to these aspects only.

- 9 From 2 weeks prior to the booking start date, any alterations requested by you and accepted by us may incur additional charges for non-recoverable internal and/or third-party charges e.g. purchase of supplies, activity consultants, freelance instructors etc.
- 10 No refund will be made in respect of accommodation or facilities not used or accommodation vacated before departure date, for any reason. In particular, you accept that:
- 10.1 We reserve the right to terminate your booking and require you to leave the site if the behaviour and activities of your group infringes on the enjoyment or safety of others, or if we feel our reputation as a safe centre for young people is at risk, or if you breach any of the terms of this Contract.
- 10.2 We have the right to: cancel your booking or ask you to refrain from participating in certain activities, or terminate your booking and require you to leave the site immediately, if any member of your party has, or has just had, an infectious or contagious medical condition and we, at our reasonable discretion, consider it necessary to protect the health of other guests, staff or general public. You should inform us immediately should any such condition develop within 4 weeks of your arrival date and during your stay at Avon Tyrrell.

## Disabilities/Special Requirements

- 11 We welcome guests with restricted mobility, special needs or care requirements provided we have discussed and agreed the suitability of our site and the activities available for you and your party before accepting your booking. We always recommend site pre-visits.

- 12 For those with additional support requirements we can offer adapted accommodation and access support equipment for use during your stay. To ensure we can adequately cater to all your needs we strongly advise you to contact us, or conduct a site visit, in advance of your stay to discuss your requirements and pre-book any equipment required, as availability for these items can be limited.
- 13 We request that all guests with additional support requirements are capable of independent living or have adequate support by suitably qualified or experienced adult carers, and at least one competent person capable of administering appropriate medication and first aid as needed. Please note that whilst our staff provide general first aid and medical assistance we cannot provide routine or specialised medical assistance or care.

## Clothing

- 14 Appropriate clothing and footwear should be worn at all times, e.g. shirts in the main house and public areas, sturdy shoes and clothing if participating in activities.

## Prices & Payment

- 15 We have the right to increase or decrease prices immediately in line with any change in VAT or any other dues or fees levied on any part of the Contract and written notice will be provided.
- 16 From 1 April 2019 we will be able to vary the VAT charged on our bookings in alignment with certain VAT exemption conditions. Where we believe an activity or organisation can benefit from these exemptions we will quote, and invoice bookings accordingly. We can only base these decisions on the information provided to us by you and request immediate notification should you believe the wrong VAT treatment has been applied to your booking or quote.
- 17 Unless stated otherwise, all prices quoted are net of VAT. VAT is payable by the customer at the prevalent rate unless the customer or the service delivered is exempt under the terms of the VAT law.
- 18 Should you request any amendment to the goods or services quoted for, which is agreed by us, then we have the right to change the original price quoted to correspond with these amendments. These cost changes will be confirmed to you on application and once agreed by both parties form a binding part of your booking contract.
- 19 Any discount offered by us on a quotation is applicable to that quotation only and is not binding for any future contracts of sale.

- 20 You agree to pay us for any extra goods or services provided at the request of any guest or person representing you who is being provided with any of the events, facilities or services contracted for, at any time including whilst at Avon Tyrrell.
- 21 Payment may be made by BACS, Cash, Cheque, Credit or Debit Card and Apple Pay
- 22 With the exception of bookings where full payment is required at the time of booking, all sums payable under the Contract are due for payment 30 days after dispatch of the relevant invoice by us to you; this will include a deposit invoice prior to your visit and a final invoice following your visit
- 23 We reserve the right to sell booked accommodation if you have not paid within the agreed set time frame the agreed amount.

### Supervision

- 24 Group leaders are responsible for ensuring a high standard of conduct within their groups. Young people must be accompanied by suitably experienced adult leaders and we recommend a ratio of 1:10 (1:8 for activities).
- 25 Groups are responsible for the cost of repairs necessitated by any damage they may cause to our property and equipment and any excess cleaning required to the accommodation. In the case of a charge being deemed as necessary, this cost will be added to your final invoice.
- 26 Self-Led Activities run on the Avon Tyrrell Site are run at the participants own risk and group leaders must carry out their own Risk Assessment of such activities before undertaking them. Groups must inform Reception Staff of any Self Led Activities they intend to run on site prior to undertaking them. Evidence of current Public Liability insurance and access to the written risk assessment must be provided on request. At any time, we reserve the right to refuse a Self-Led Activity to be undertaken.
- 27 Your behaviour should not be excessive, noisy or disruptive, especially at night. You must show consideration to, and not impair the enjoyment, comfort or safety of, other guests and staff. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. We operate a 23:00 to 07:00 quiet period across the site.

### Failure to Comply

- 28 We have the right to cancel your booking, or to instruct you or your party to leave the site immediately, without compensation or refund should you not comply with any of our contractual terms with you, especially the rules and regulations relating to behaviour and conduct.

## Messages and Deliveries

- 29 Limited facilities exist for taking messages at our reception. We will act reasonably to assist but cannot guarantee any time of delivery and request that all guests retain responsibility for checking incoming messages or post. We cannot (unless agreed in advance) accept any deliveries on your behalf and do not at any time accept responsibility for postal or parcel deliveries.

## Natural Wildlife

- 30 Please note and remember that our site is in the New Forest and as such is the natural habitat of a variety of native flora and fauna such as snakes, insects, spiders, rodents, ticks, nettles, brambles and hogweed. We do not take responsibility for any accidents occurring on our site from any bite or stings associated with such wildlife.

## Property and Environment

- 31 Please adhere to the following:
- 31.1 Treat all property and facilities carefully and appropriately.
  - 31.2 Respect the environment; look after plants and animals and use prepared paths or tracks where possible. Do not walk or allow any group members onto areas of newly sown grass or shrubs or into areas fenced or marked as not for access

## Safety

- 32 Please adhere to the following:
- 32.1 You must obey the displayed road speed limit at Avon Tyrrell at all times
  - 32.2 Diving, paddling, and swimming in the lake are not permitted, unless on instructed sessions or prior agreement is given by us.
  - 32.3 Do not light, or do anything to cause, a fire in the forest/woodland areas. A bookable camp fire site is available and communal fire pits are located around site. BBQ's are permitted in designated areas of the site and must be off the ground. Users should be aware that underground fires can be started by BBQ's being placed on the ground and you could be held liable for any consequences including damage to property.
  - 32.4 The adjoining estate has marked barbed wire fences and care should be taken when near these.

## Security of your Property

- 33 We will offer reasonable help to assist you in tracing lost items. We draw your special attention to the following:
- 33.1 Your personal belongings are your own responsibility during your stay with us.
  - 33.2 Any vehicle parked on our property is the responsibility of the owner. You must lock your vehicle securely.
  - 33.3 We accept no liability whatsoever for any accident, loss or damage to your property unless such loss, damage or accident is demonstrably due to our negligence or that of those for whom we are legally responsible

## Smoking

- 34 All buildings and activity bases are no smoking areas, and this includes e-cigarettes and vaping. Any individuals found to be smoking in these areas, may be asked to leave site immediately. Do not throw cigarette stubs or matches on the ground, especially in forest or planted areas and dispose of cigarette stubs or matches with care using appropriate bins. We kindly ask that all smokers always act with care and consideration of other Avon Tyrrell users.

## Alcohol Policy

- 35 As a centre primarily used by children and young people, but also by many over 18 adult groups (including people on courses, conferences and families on holiday) we adopt a sensible approach to alcohol consumption. Adults are free to make their own decision when it comes to drinking alcohol, BUT we request that alcohol is only consumed in moderation and that this be kept to within your accommodation area and does not negatively impact on other guests. Persons believed to be drunk or disorderly will be asked to leave the site immediately.
- 35.1 Main House - Where there is shared use of the main house alcohol consumption must be limited to the lounge area. For sole occupancy this is at the group's discretion.
  - 35.2 Lodges – As each unit is self-contained alcohol consumption inside the accommodation is at the group's discretion, however this should be limited on lodge balconies.
  - 35.3 Campers – Moderate alcohol consumption can be made in and immediately surrounding your tent.

We request all groups are respectful of those around them and refer you also the 'behaviour' section above.

## Accommodation

- 36 You are expected to use your accommodation and its contents with care and are responsible for any and all damage caused to them. On departure you should leave your accommodation in a clean and tidy condition. We reserve the right to charge you for any extra cleaning, missing or damaged items. We reserve the right to enter your accommodation at any time for any reasonable purpose, for example, to make checks, or carry out essential inspection, maintenance work, housekeeping or repairs.
- 37 Access to accommodation will be denied if we have not received the payment required to reserve your accommodation.

## Keys

- 38 Keys to lodges and Key Codes to the Main House will only be given once we have received a full list of names of individuals staying and confirmed the name of the leader of the group. Lost keys will be charged at £20 per key.

## Photography and Marketing

- 39 On occasions we do take professional marketing photos. If this is happening when you are visiting, we will contact you and ask for appropriate permissions.
- 40 Own photography on site is permissible but we ask that you respect data protection regulations.

## Waste Disposal, Clinical Waste and Recycling

- 41 Please adhere to the following:
  - 41.1 For domestic waste use the litterbins provided in accommodation areas and around the site.
  - 41.2 Sharp objects or broken glass which could cause personal injury should be carefully wrapped and placed directly in the large bins in the car park by reception.
  - 41.3 Please recycle wherever possible. There is a recycling centre by Café Explore (near Reception) in the car park where paper/cardboard, bottles, cans, plastics and clinical waste can be disposed of.
  - 41.4 Please contact the Receptionist to arrange for disposal of clinical waste and needles.
  - 41.5 If you are unsure about disposing of any other waste please contact the Reception. We may not be able to dispose of all types of waste

## Activities & Facilities

- 42 Activities and facilities are subject to availability and are booked on a “first come - first served” basis, pre-booking is therefore advisable to avoid disappointment.
- 43 We reserve the right to cancel an activity if weather conditions make it unsafe for the activity to be undertaken. When possible to do so we will substitute the activity for another at the time of the booked activity. No refund will be given for a cancelled activity if a suitable alternative has been offered.

## Further Information

- 44 We have public and employer’s liability insurance, but we recommend that you take out your own insurance to cover risk of accident, illness, loss of personal belongings and cancellation.
- 45 Please mention any problems you may encounter whilst staying at Avon Tyrrell to a member of staff in Reception who will endeavour to assist you. If you have further cause for concern, please request to speak to a senior member of the Avon Tyrrell staff.
- 46 We will not be liable for any delay in performing or failure to perform any obligation, alterations or cancellations due to any cause beyond our reasonable control including strikes, lock-outs, labour disputes, 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 machinery, fire, flood. Storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement.

## Site Regulations

- 47 You must observe any site regulations that we advise you of, in particular;
  - 47.1 We have the right at our sole discretion for legitimate purposes, to obtain the name, age and gender of each member of your party at any time in accordance with data protection regulations.
  - 47.2 You may **NOT** bring any shotgun, firearm, air weapon, archery equipment or similar items to Avon Tyrrell under any circumstances.
  - 47.3 Illegal drugs must **NOT** be brought onto any part of the Avon Tyrrell site



## Arrival and Departure Times

48 The following times are to be adhered to unless we expressly agree otherwise;

48.1 Arrival Times:

- \* Main House – Monday 12pm – All other days 3pm
- \* Lodges – Monday to Sunday 3pm
- \* Camping – Monday to Sunday 3pm

48.2 Departure times:

- \* Main House Monday to Saturday 10am – Sunday 4pm
- \* Lodges Monday to Saturday 10am – Sunday 4pm
- \* Camping Monday to Sunday 10am

49 On the day of your departure you are welcome to remain onsite until 4pm, however please ensure all accommodation and camping areas are vacated promptly at the designated time.

50 Late check outs may be possible, but only by prior agreement and we reserve the right to apply proportionate charges to the cost of your booking.

## Booking

51 The booking of the whole House is subject to a minimum number normally 60 and our agreement. Any booking for less than the whole House is subject to taking bookings for the rest of the House which is not booked.

52 Unpaid deposits within the allotted time of payment will automatically see the booking cancelled.

53 The payment of your deposit confirms that we have accepted your booking and you agreed to our Terms and Conditions.

## Safeguarding

54 Where a booking includes young people, groups will be expected to adhere to current child protection legislation and our policy for safeguarding and child protection, unless the Groups own child protection policy exceeds these recommendations.

55 We want to maintain a safe and secure environment for all our guests including groups and families and may ask for identification on arrival. We don't knowingly allow anyone to use or visit our site who is a convicted child sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice.

## Data Protection

56 Avon Tyrrell has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to members of your group will only be used by Avon Tyrrell in order to fulfil our obligations under the Contract including the administration of your booking, in the arrangement and provision of the Activities and in complying with our obligations in relation to health & safety and other regulatory obligations. All personal data is processed in accordance with data protection legislation. For further information please see our Privacy Policy on our website <https://www.avontyrrell.org.uk>

## Dogs

57 Dogs are allowed on site only during weekends and school holidays and may stay with campers at designated areas. Assistance dogs are welcome at any time, although we appreciate prior notice when using our indoor accommodation. Further details on the policy of dogs can be obtained from Reception.

## Complaints

58 In the event that you are not satisfied with the activity or services provided by us, the group leader must notify us during your stay to afford us the opportunity to rectify any problems. Any further complaints, or should you have any concerns regarding the way your complaint was initially handled by us please follow our full complaints policy which can be requested at reception, or downloaded from our website.