



# Terms and Conditions of Booking



These terms and conditions (“**Terms and Conditions**”), together with our [Data Protection Policy](#) and any other written information we provide to you prior to you us confirming your booking, including the Booking Confirmation, apply to each booking made with Scout Adventures and form the basis of your contract with Scout Adventures.

They are packed with important information so it's important you read them. Then you're ready to be welcomed by us for your scouting adventures...

## Terms we use

In these Terms and Conditions references to “**you**” and “**your**” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. “**Elements**” refers to any of the products and services offered by Scout Adventures, which includes: Courses, Badge Days, Scout Adventure Events, Indoor Accommodation, Packages, Food/Catering, Duke of Edinburgh Awards, Camping and Activities. These terms apply to travellers and to bookings made by any person acting for a trade, craft, business or profession.

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## Your consent

By making a booking, the first named person on the booking agrees on behalf of its organisation (and all persons detailed on the booking) that:

- he/she has read these Terms and Conditions and 1) has the authority to bind the organisation and 2) the organisation does agree to be bound by them;
- he/she consents to our use of personal data in accordance with our Privacy Policy and the organisation is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on

health conditions or disabilities and dietary requirements);

- he/she, is over 18 years of age; and
- the organisation (or if booking as an individual, he/she) accepts financial responsibility for payment of the booking for all persons detailed on the booking.

## Quotation

**1.1** We can provide you with a Quotation on request which details the Elements you have expressed an interest in booking, your proposed programme and the cost of the same. A Quotation is not a confirmed booking and is provided for information purposes only. Please note that availability and prices may change in between us providing you with a Quotation and you making a confirmed booking, we therefore recommend that you proceed to make a Booking in a timely manner to avoid this possibility.

## Provisional Booking

**2.1** You can make a Provisional Booking based upon your Quotation without making any payment or deposit. A Provisional Booking means that we will reserve the Elements detailed in the Quotation for a maximum period of 30 days. We will provide you with written confirmation of your Provisional Booking.

**2.2** If you have not proceeded to make a Booking within 30 days of the date of the Provisional Booking, we reserve to cancel your Provisional Booking.

## Booking

**3.1** A Booking is made with us when you pay us:-

- o a 20% non-refundable deposit – if you are booking Indoor Accommodation, Camping, Activities, Duke of Edinburgh Awards or Packages;
- o full payment - if you are booking within 30 days of the arrival date;
- o full payment - if you are booking Courses; Badge Days and Scout Adventure Events

and we issue you with a Booking Confirmation.

**3.2** We reserve the right to decline to issue a Booking Confirmation at our absolute discretion. A binding contract will come into existence between you and us when we issue you with a Booking Confirmation. The Booking Confirmation will confirm the details of your Booking and confirm receipt of your deposit or full payment (whichever is applicable)

**3.3** The balance of the cost of your Booking is due on or before arrival at any Scout Adventure site. If we do not receive this balance in full and on time, we reserve the right to charge you a fee of 5% of the total value of your Booking and we may cancel any future bookings made by you or your group. We also reserve the right to charge interest on any unpaid amounts at Bank of England Base Rate +8% from the date payment was due.

## Accuracy

**4.1** We endeavour to ensure that all the information and prices offered on our website are accurate at the time of your Provisional Booking, however, occasionally, changes and errors occur, and we reserve the right to correct prices and other details after a Quotation and Provisional Booking has been made. Please note, this clause does not apply once a Booking Confirmation has been issued.

**4.2** Arrival and departure dates/times are shown on your Booking Confirmation.

**4.3** It is your responsibility to ensure that your planned itinerary matches the arrival and departure time within the Booking Confirmation. Arrival or departures outside of these times must be agreed in writing and may be subject to further charges.

## Upon Arrival

**5.1** Upon arrival you or the nominated Group Leader must check in at reception as soon as possible.

**5.2** Please familiarise yourself with the Site Rules and take all reasonable steps to minimise disturbance to other guests. You agree to abide by the Site Rules at all times.

**5.3** You agree to abide by Scout Adventures Health & Safety and Safeguarding policy. Copies of this information are available [on request](#) and it is your obligation to ensure this is read and understood prior to arrival.

## Supervision of minors

**6.1** Adults accompanying the group agree to act in loco parentis at all times. Scout Adventures staff only provide instruction during activities and Elements and, where agreed, provide support to adults accompanying the group outside of these times.

**6.2** For activities where only instructions are provided, Scout Adventures will not be liable for personal injury except where there is an act of negligence on our behalf.

**6.3.** Accompanying adults for each group should know the specific health and medical needs of their group members, and they should discuss these with the Scout Adventures instructor at the start of the session.

**6.4.** Failure to disclose medical and health needs of any group member in advance may lead to the cancellation of your Booking and you will be subject to the cancellation charges detailed below.

## Leaving early

**7.1.** If you are forced to return home early, we cannot refund the cost of any Elements you have not used. If you cut short your Booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your Booking not completed, nor be liable for any associated costs you may incur.

## If You Wish to Change Your Booking

**8.1** If you wish to change any part of your Booking, you must inform us in writing as soon

as possible. This should be done by the first named person on the Booking Confirmation. Whilst we will do our best to assist, changes requested within 60 days of the booking cannot be guaranteed.

**8.2** If a requested change reduces the booking value by more than 5% of the total fee, we will treat this as a cancellation. Cancellation charges may be payable as detailed below.

**8.3** Where we are unable to assist you and you do not wish to proceed with the Booking we will treat this as a cancellation by you. Cancellation charges may be payable as detailed below.

### **If You Cancel Your Booking Before Departure**

**9.1** If you decide to cancel your Booking or part of your Booking, you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

**9.2** Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

- **180 days or more** - deposit only
- **60 days to 180 days** - 50% of the total value of the cancelled Elements of Booking
- **60 days or less** = 100% of the total value of the cancelled Elements of the Booking

These cancellation charges apply to all Elements within your Booking, including catering where applicable.

**9.3** If you give us more than 180 days' notice of cancellation, you will not have to pay any cancellation charges save for your non-refundable deposit.

**9.4** Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

### **If We Change or Cancel**

**10.1** As we plan arrangements many months in advance, we may occasionally have to make changes or cancel your Booking and we reserve the right to do so at any time.

#### Minor changes

**10.2** If we make a minor change to your Booking, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of "minor changes" include the following examples which could be made up to and during your stay:

- A change in your program times.
- A change in your choice of meal.
- A change of activity sessions within your booking or program due to weather or staff illness.
- A change of campsite location.

#### Significant changes

**10.3** Occasionally we may have to make a significant change to your Booking. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change significant change to the Elements of your booking such as switching you from a package to an accommodation only booking.

If we must make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- (for significant changes) accepting the changed arrangements; or
- having a refund of all monies paid; or
- accepting an offer of alternative arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

**10.4** Our pricing is updated regularly to reflect market demands and economic factors such as inflation and the cost of services and utilities. If your Booking is made for dates in which we have not yet publicly released our pricing, then we may have to update the cost of the product you have booked when the pricing is publicly released. In this case we will:

- Tell you at the time of booking that the cost quoted is subject to change when we release the corresponding pricing.
- Notify you when the prices are released and provide you with an updated breakdown of the costs of your booking.
- Give you the option to cancel your booking without penalty if the new cost is more than 10% higher than the original cost you were quoted.

If there is an inconsistency between any of the provisions of this agreement and this clause 10.4, this clause shall prevail

## Force Majeure

**11.1** Except where otherwise expressly stated in these Booking Conditions, we will not be liable if our contractual obligations to you are affected by “**Force Majeure**”. For the purposes of these Terms and Conditions, Force Majeure means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, epidemic or pandemic, significant risks to human health such as the outbreak of serious disease at the Scout Adventure site or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the Scout Adventures site or remain at the site, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable

technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

## Disabilities, Dietary Requirements and Medical Problems

**12.1** We are not a specialist disabled provider, but we will do our utmost to provide for any special requirements you may have. If you or any member of your group has any medical problem, dietary requirements or disability which may affect your Booking, please provide us with full details before you make your Booking so that we can advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor’s certificate certifying that you are fit to participate in any relevant Elements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your Booking or if you did not give us full details at the time of Booking, we may feel it is appropriate to cancel it and impose applicable cancellation charges when we become aware of these details and are unable to accommodate you or your group safely.

## Complaints

**13.1** We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your time with us, please inform the Duty Manager immediately who will endeavour to put things right.

**13.2** If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to the Deputy Head of Scout Adventures (Operations) at the email [info@scoutadventures.org.uk](mailto:info@scoutadventures.org.uk) within 28 days of your stay, giving your booking reference and all other relevant information.

**13.3** A copy of our complaints policy can be found [here](#)

## Your Behaviour

**14.1** All our guests are expected to conduct themselves in considerate manner and not to disrupt the enjoyment of others. If in our opinion, your behaviour is causing or is likely to cause distress, danger or disruption to any other guests, or causes damage to property we reserve the right to terminate your Booking with

us immediately. In the event of such termination, our liability to you and/or your group will cease, and you and/or your group will be required to leave the Scout Adventures site immediately. We will have no further obligations to you and/or your group. No refunds for lost accommodation or any other arrangements will be made, and we will not pay any expenses or costs incurred as a result of termination.

**14.2** We reserve the right to charge you for any loss and/or damage (including cleaning fees) caused by you or your group's actions and we will hold you and each member of your group jointly and individually liable for any damage or losses caused by you or any member of your group. Full payment for any such fees, damage or losses must be paid prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

### Our Responsibilities

**15.1** We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the acts and/or omissions of the person affected; or
- the acts and/or omissions of a third group unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- Force Majeure.

**15.2** Scout Adventures will not be responsible for, and you hereby expressly release Scout Adventures from, any liability for, any damage to or loss of equipment, cash, or other personal property caused by loss, vandalism, theft, robbery, fire, water, wind, or any other action or cause of any nature.

### Your responsibilities

**16.1** You take part in the Elements at your own risk. If any of your group have any doubt about their health or have a medical condition that could be affected by exercise, you are responsible for obtaining doctor's approval before participating in any Elements.

**16.2** Scout Adventures shall not be under any obligation whatsoever to process, analyse or otherwise take any action on any medical information disclosed to it either during or after the Booking process.

**16.3** It is your responsibility to assess each group member's fitness and to ensure that they participate only in relevant Elements if sufficiently fit. Should any medical or physical condition arise which is likely to affect a group member's ability to participate in any Elements, you should ensure the relevant group member withdraws from the Element.

**16.4** Scout Adventures may prevent any group member from taking part in any Elements (either at the start of or during the Element) if the Scout Adventures or any medical representative considers that a group member should not participate in an Element for health and/or medical reasons.

**16.5** You and your group shall be responsible for arranging your own suitable and adequate insurance protection to cover your activities with the Scout Adventures and Booking, including without limitation cover:

- For material loss/damage to any equipment or personal property (including clothing);
- Any loss or damage you may cause to a third party;
- Sickness; or
- Negligence of any party.

### Photos and Publicity

**17.1** Photographs and films may be taken by Scout Adventures or commissioned photographers at certain times. You consent to all and any use in any current or future media by Scout Adventures and/or its group companies of any photographs, images and/or films in which they feature, and you are responsible for ensuring the parents or guardians of any group members give consent in respect of their child(ren).

**17.2** If you are not able to gain consent from the relevant parents or guardians, please notify us so we can make arrangements to ensure all those do not give consent can be excluded from any images, photographs or films.

## Data Protection

**18.1** Save as set out in Schedule 1, Scout Adventures is responsible for determining the purposes for which and manner in which it will process the personal data after receipt from the Customer. Accordingly, Scout Adventures acknowledges that it will be acting as a controller in respect of the personal data and will be responsible for compliance with the UK GDPR and Data Protection Act 2018 in respect of its processing of the personal data.

**18.2** Notwithstanding clause 18.1 above, you shall be responsible for ensuring that the relevant data subjects have been provided with all necessary information in respect of this data sharing arrangement.

**18.3** In consideration of being granted access to the personal data, Scout Adventures shall:

**18.3.1** take reasonable steps to ensure the reliability of Scout Adventures Personnel who have access to the personal data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of personal data and comply with the UK GDPR and Data Protection Act 2018.

**18.3.2** implement appropriate technical and organisational measures in accordance with the UK GDPR and Data Protection Act 2018 to ensure a level of security appropriate to the risks that are presented by such processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the data subjects;

**18.3.3** Comply with all applicable laws including the UK GDPR and Data Protection Act 2018 in relation to all processing of the personal data.

**18.3.4** Ensure that any third-party recipients are subject to obligations equivalent to those within this agreement.

**18.3.5** Not cause or permit the personal data to be transferred outside the United Kingdom or

the European Union without your prior written consent; and

**18.3.6** permit you (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Scout Adventures data processing and/or controlling activities and comply with all reasonable requests or directions by you to enable you to verify and/or procure that Scout Adventures is in full compliance with its obligations under this agreement.

**18.4** Each party shall only retain the personal data for as long as is necessary for the defined purposes.

**18.5** Scout Adventures warrants and undertakes that in carrying out its obligations under this agreement it will not breach the UK GDPR and Data Protection Act 2018 or do or omit to do anything that might cause you to be in breach of the UK GDPR and Data Protection Act 2018.

**18.6** The provisions of this clause 18 shall survive the termination of this agreement, however arising.

## Jurisdiction and Applicable Law

**19.1** These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

# SCHEDULE 1

## Scout Adventures processing, personal data and data subjects

### 1. PROCESSING BY Scout Adventures

1.1 Scout Adventures will gain access to the personal data of data subjects that will be part of the bookings. This may include the onward processing of this personal data in accordance with Scout Adventures Safeguarding policies, including the disclosure of this personal data to authorised third parties, such as the Police and Local Authorities.

### 2. TYPES OF PERSONAL DATA

2.1 The following categories of personal data may be shared with Scout Adventures:

- (a) Names
- (b) Addresses
- (c) Age/Date of birth
- (d) Gender
- (e) Medical / Dietary / Educational needs

### 3. CATEGORIES OF DATA SUBJECT

3.1 Scout Adult Volunteers, Scout Youth Members, Scout Parents, General Public.