



Centre for the Nations North Dock, Llanelli Carms, SA15 2LF

GENERAL

Please take time to read the following terms and conditions carefully. They are the basis of the contract between yourself and Loadeduk. A contract will exist between us when we have taken your booking and required payment. You will then automatically receive а confirmation/invoice detailing exactly what has been booked. If you think anything is incorrect, please contact us straight away. All correspondence will be with the person named on the confirmation invoice who accepts the following conditions on and any dispute will be dealt with under the exclusive jurisdiction of the courts of and Wales. behalf of England all participants. The contract between us is governed by English Law

When we accept your booking, a binding contract will be made between Loadeduk and the organisation ('you')

AUTHORITY TO CONTRACT

You certify that you are authorised to agree these booking conditions on behalf of all members of your party so as to bind all of you by them and so that each of you shall be jointly and severally liable for your obligations under the contract.

PAYMENT

The contract is made only when your booking is accepted by us. We reserve the right to refuse any booking without explanation. We require a completed booking form accompanied by **a deposit of 20%** whichever is greater. If the value of the booking is under £75, then it must be paid in full at the time of booking.

Deposits are non refundable in the event of a cancellation.

The full balance must be paid 2 weeks prior to the event/service.

For the avoidance of doubt payment will only have been made under this contract when the monies have cleared into our bank account. You must allow for any reasonable delays in cheque clearance.

NUMBER & COMPOSITION OF YOUR PARTY

Final numbers must be submitted 14 days prior to the event. (non negotiable)

CANCELLATION

If you wish to cancel your booking you should advise us immediately in writing. Notice period for receipt of written cancellations see Cancellation charge table*

Deposits are <u>non</u> refundable in the event of a cancellation

CANCELLATION CHARGE*

Full cancellation	14-28 days prior to event*	75% of event cost charged
Reduction of attendees numbers as agreed on booking form	Less than 14 days prior to event *	100% cost per individual will be charged
Full Cancellation	14 days prior to event*	100% cost will be charged

CANCELLATION BY US

In exceptional circumstances beyond our control (e.g. damage, maintenance, flood etc.), we may have to cancel your booking. If we do so we will tell you as soon as possible prior to your booking and you may either choose to receive a full refund or accept an alternative provision date with us at the same price but you will have no further claim against us.

Loadeduk reserves the right to ask people to leave if it is deemed, they are behaving unacceptably.

LoadedUK CIC| Western House, 44 Western Road, Urmston, Manchester M41 6LF| Company registered in England & Wales: 9273946 **T**: 01554 750 005 **M**: 07710 075977 **E**:<u>hello@loadeduk.org.uk</u> **E**: finance@loadeduk.org.uk W: <u>www.loadeduk.org.uk</u> Reviewed.lune 2018



Centre for the Nations North Dock, Llanelli Carms, SA15 2LF

Survey Sooking

If you want to make a minor change to any of the details of your booking e.g. changing the name of a member of your party, there will be no administration charge for minor changes.

A change of dates, or any change that affects the price of your booking, (i.e., additional provision activity) we will do our best to assist you, subject to availability, will be treated as a major change. Major changes will incur an administration charge of $\pounds 20.00$.

YOUR RESPONSIBILITY

It is the responsibility of the teacher/Leader/ Authorities/ parent/ guardian to advise Loadeduk of a child's special diet and needs as per the registration form at the time of booking. This information will be reconfirmed to you in our documentation.

It is also the responsibility of the teacher/Leader/ Authorities/ parent/ guardian or other person acting in 'loco parentis' to fully advise Loadeduk, when booking, and then follow this up in writing, of any illness, disabilities, social or behavioural problems that a youngster currently has, or has recently experienced, which might affect the youngster or other Learners during the Loadeduk provision. We may request written confirmation confirming the suitability of the provision activity for the learner with particular reference to such considerations as social compatibility, physical access, successful participation and health and safety. We will naturally treat any personal information sensitively and respect confidentiality.

Loadeduk reserve the right to withhold, withdraw or refuse access to any persons or organisations without giving reason before or after the service commencement if important personal details have not been fully declared and/or his/her behaviour is incompatible with the general enjoyment and wellbeing of others. Collection would be entirely at the responsibility and expense of the person acting in 'loco parentis' to whom any costs for damage and other expenses incurred would also be charged. In these circumstances we will treat your booking as having been cancelled by you from the moment of termination and no refund will be due

If your group causes damage to any property on the Loadeduk site or off-site location or causes Loadeduk loss you must pay such sum as is necessary to make good the damage, breakage or loss including any sums we may expend in compensating other people.

CONSENT FORM Persons will require a completed signed Medical Consent Form and Safety and Risk Declaration, (Signed by an appropriate parent or legal guardian if under 18 years) before being allowed to participate in any activity. The requisite individual registration form is available from us at time of booking and a duly completed and

signed consent form must be returned prior to participation.

BEHAVIOUR

Behaviour deemed inappropriate may include (but is not limited to):

- Under age buying and consumption of alcohol
- Leaving the site unless accompanied by a Loadeduk member of staff
- Suspected involvement with illegal drugs
- Smoking and using E-cigarettes or Vaporisers outside of designated areas and smoking by under 16s
- Entering accommodation used by the opposite sex
- Theft or illegal activities
- Threatening behaviour, bullying, offensive or insulting language to other guests, PGL staff or any other person resident on centre
- Anti social behaviour affecting other Learner participant's enjoyment
- Leaving rooms during the night without a legitimate reason
- Deliberately tampering with safety systems (e.g. CCTV, Fire Alarms)
- Misuse of mobile devices

LoadedUK CIC| Western House, 44 Western Road, Urmston, Manchester M41 6LF| Company registered in England & Wales: 9273946

T: 01554 750 005 M: 07710 075977 E:<u>hello@loadeduk.org.uk</u> E: finance@loadeduk.org.uk W: <u>www.loadeduk.org.uk</u> Reviewed June 2018



Centre for the Nations North Dock, Llanelli Carms, SA15 2LF

- material or abuse of social or other media
- Damaging other learners' property

SAFEGUARDING

It is our legal duty to ensure that children, young people and vulnerable adults are cared for appropriately whilst using our services/ building for any purpose or activity. Anv accompanying Leaders/ teachers in your organisation are asking you to read and familiarise yourself with the procedures in our Safeguarding Policy and to sign to confirm that you have done so by signing the attached slip and return with your booking form and deposit.. This is an important area and responsibility as safeguarding rests with everyone.

SAFETY & PARTICIPATION STATEMENT

Adventure activities are potentially hazardous with a danger of personal injury. By booking a provision activity you are aware of and accept these risks and will be

responsible for your own and your groups actions and involvement. An instructor who holds the relevant awards or gualifications will lead these activities and will maintain a high level of safety throughout the activities. To enable Loadeduk to manage these risks you agree to acknowledge the need for responsible behaviour and that the instructor's word is final on all matters of safety. You confirm that you are familiar with the nature of the activities that you wish to undertake and acknowledge those risks that are inherent therein and that you and any individuals in your part may freely withdraw from the activity and there is no pressure whatsoever to take part.

OPERATIONAL GUIDELINES & PROCEDURES

Activity Guidelines, Rules, Codes of Practice or Conduct, Guidance for Visiting Staff, Clothing Requirements, conditions set out by Governing Bodies and Licensing Authorities and any other Policies in force at the time are provided to clarify responsibilities, to ensure and enhance the safety of all involved. Clients and Participants attention are particularly drawn to these as non compliance will also constitute grounds for refusal to provide facilities and services without any liability for refund or compensation.

MINI BUS

Passengers using the Loadeduk mini bus(es) must comply with transport regulations in the wearing of seat belts, remain seated whilst bus is in motion and take all reasonable instruction from the driver.

ACCOMMODATION

Accommodation must be left in a clean and tidy condition. You will be responsible for all damage done or loss sustained during your stay.

SMOKING POLICY

It is illegal to smoke inside enclosed public buildings. E-cigarettes /Smoking is forbidden in all of our site/accommodation.

INCLEMENT WEATHER

You will not be entitled to any refund as a result of inclement weather conditions (as this is beyond our control) but we will do our best to reschedule/ substitute the activity keeping you appraised at all times.

ACTIVITY LOCATIONS

Our activity locations are in country or seaside locations and as a result we try to preserve the rural character. These places may have uneven ground, unmade up tracks and paths and limited lighting. Some have lakes, clifftop and other features.

Due to these locations they have various wildlife present and we ask that you respect all wildlife (in particular birds in nesting seasons) take your litter home with you and refrain from lighting fires except under leadership instruction.

LIABILITY

Loadeduk shall not be responsible for any loss that you may suffer as a result of any act or omission by any person who is not employed by us. We do not accept responsibility if you suffer illness, injury or death unless it is due to the negligence of our employees.

LoadedUK CIC| Western House, 44 Western Road, Urmston, Manchester M41 6LF| Company registered in England & Wales: 9273946

T: 01554 750 005 M: 07710 075977 E:<u>hello@loadeduk.org.uk</u> E: finance@loadeduk.org.uk W: <u>www.loadeduk.org.uk</u> Reviewed June 2018



Centre for the Nations North Dock, Llanelli Carms, SA15 2LF

insurance to cover personal possessions We accept no responsibility whatsoever for your personal belongings whilst on our programme/event at Loadeduk site or off site locations.

OUR SERVICE TO YOU

We do all that we can to ensure that you enjoy and gain fulfilment on our programmes. However, occasionally problems occur. If they do please tell the Programme Director immediately and we will respond as soon as possible.

If any reported matter is not resolved during your provision, the person who is the lead name on the booking must notify in writing within 28 days after the end of the programme. We are only able to take action on any complaints that have been bought to the Programme Director's attention during your provision so we have the opportunity to solve the problems experienced fairly and effectively.

PUTTING IT RIGHT

We are passionate about creating memories and experiences to treasure. We want everyone who enrols on our provision activities to gain the best experiential training/education. But we know that every now and then things don't go entirely to plan.

In the unlikely event that you are not happy with anything, please tell us so we can do something about it. Contact: Programme Director on 077 100 75977

OUR RESPONSIBILITY

We are responsibility for those elements of provision activity which are under our

direct control and for the acts and/or omissions of our employees, agents, subcontractors and suppliers. Save as set out below, no liability is accepted for personal illness, injury or death.

We do accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in the English Law) acts or omissions of any servant or agent, or any supplier, working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment.

We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other provision activity/ service which are caused by circumstances amounting to force majeure, such as, but not limited to war, riot, civil commotion, act of God, Government action, epidemic, disease, natural disaster, industrial dispute or adverse weather conditions. We can only be liable for the provision of special requests where we have confirmed their availability in writing.

PHOTOGRAPHY

We regularly take photographs and videos for promotional and training purposes, if you do not want your child to appear in these you must advise on the registration form or write to Loadeduk, Centre for the Nations, Millennium Quays, North Dock, Llanelli SA15 2LF

MARKETING ACCURACY

Whilst all care is taken to ensure the details in our news sheet and on our website are correct at the time of publication, we reserve the right to make changes to, suspend or withdraw any advertised facility, activity, amenity or service.

The photography in the news sheet and on the website is intended for guidance only.

MISCELLANEOUS

This agreement is personal to the parties named in the booking and cannot be transferred– but see section entitled Changing Your Booking.

If you or any member of your party breaches their obligations under this

agreement we may take action against all or any of you. Should any part of this agreement be void then it shall be disregarded and the remainder will continue in full force and effect.

This agreement shall be subject to English law and to the non-exclusive jurisdiction of the English Courts.

LoadedUK CIC| Western House, 44 Western Road, Urmston, Manchester M41 6LF| Company registered in England & Wales: 9273946

T: 01554 750 005 M: 07710 075977 E:<u>hello@loadeduk.org.uk</u> E: finance@loadeduk.org.uk W: <u>www.loadeduk.org.uk</u> Reviewed June 2018



Centre for the Nations North Dock, Llanelli Carms, SA15 2LF

HOW TO CONTACT US

If you need to contact us please call our team on 077 100 75977, email them on <u>hello@loadeduk.org.uk</u> or write to: Loadeduk, C/O Centre for the Nations, Millennium Quays, North Dock, Llanelli, Carms SA15 2LF

PERSONAL PROPERTY

Your personal property is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibility. Please note that an adventure activity is not the place to bring mobile phones, expensive watches, jewellery, photographic equipment or other precious items which may not be covered by Loadeduk insurance.

DATA PROTECTION

The personal information (including sensitive information) requested at the time of booking and on subsequent proformas is held on computer and required to allow us to provide the promised service to our normal high standards. By providing us with the information required for booking on registration form you are deemed to accept the above and to have gained consent from the parents or other person acting in 'loco parentis' of all members of your party to disclose their details to us. At time of booking or requesting information, whichever is sooner you will be asked if you wish to receive future mailings from Loadeduk. If you do not wish to receive these mailings, please advise at the time of booking or alternatively write to the Loadeduk, Centre for the Nations, Millennium Quays, North Dock, Llanelli SA15 2LF

PRIVACY POLICY

Please see out <u>website</u> for details of our privacy policy.

LoadedUK CIC| Western House, 44 Western Road, Urmston, Manchester M41 6LF| Company registered in England & Wales: 9273946 T: 01554 750 005 M: 07710 075977 E:<u>hello@loadeduk.org.uk</u> E: finance@loadeduk.org.uk W: <u>www.loadeduk.org.uk</u> Reviewed June 2018