



**MEADOW**  
ADVENTURES

Thank you for booking services with Meadow Adventures, we look forward to meeting you.

Please read this terms and conditions carefully. We ask for all customers to ensure they read the information sent out at the time of booking, all is useful and designed to help you get the most out of your time with us.

## BOOKING TERMS & CONDITIONS

**Entire Agreement:** These terms and conditions cannot be varied except in writing and signed by a director of the company. Nothing said by any person on behalf of the company should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any services offered for sale by us. The company shall have no liability for any such representation being untrue or misleading.

### 1.0 BOOKING

**1.1** Acceptance by us of your booking brings into existence a legally binding contract between you and us on these terms and conditions.

**1.2** Medical information must be completed for every participant in advance of activities and provided to us prior to taking part. All declared medication must be on your person for the duration of the activity. Failure to present required medication will result in the participant being unable to partake in the activity. Declaration of medication can be in the form of a "Group Details Form" *Failure disclose or provide this will result in the participant not being able to undertake activities and no refund will be payable.*

**1.3** Recommended clothing lists are provided upon confirmation of booking, this is to ensure comfort and safety during activities and time using Meadow Adventures Services.

Cancellation or complaint arising from not being suitably prepared for the forecasted or seasonal weather will not be upheld.



### 2.0 ACTIVITIES AND RISK

- 2.1** Participants agree to abide by the instructions of the activity instructors with regards to the activities undertaken and the guidelines provided.
- 2.2** You accept that there will always be some risk involved in the activities we offer, this includes minor, major, lifechanging and fatalities. We reduce the likelihood of this risk occurring but there is no activity that is 100% risk free.
- 2.3** All visitors are responsible for ensuring they have their own transport available during their visit if they need to leave the premises for any reason.
- 2.4** All participants attending pastoral / childcare days must have means of being collected at any time throughout the day upon request / need
- 2.5** All participants must be physically fit enough to participate in the activities without having a detrimental effect on known / under investigation medical conditions
- 2.6** All participants must provide a signed consent form prior to attending and participating in any service or activity. Any person under the age of 18 years old must have a consent form signed by a legal guardian / parent. Consent forms must be handed to the session instructor prior to the commencement of the activity/course. No refunds will be given for any person under the age not being able to participate or stay on the premises without a consent from M.A

### 3.0 DUTY OF CARE AND PASTORAL CARE

- 3.1** Where young people under the age of 18 are left under the duty and care of Meadow Adventures and associated companies / employees, with no legal guardian in attendance, a clear transition of responsibility must be recorded in the form of a signature detailing the time this responsibility is transferred in the initial instance and then again upon returning the responsibility back to the acting legal guardian.
- 3.2** Any transference of responsibility outside of the regulated timings must be communicated in advance.
- 3.3** Where a legal guardian or person acting as loco parentis is present during a visit, all young people under the age of 18 years of age must be supervised whilst on site and not engaged in activities. In this instance, Meadow Adventures and associated employees are only responsible for participants safety during activity sessions. It is the responsibility of accompanying leaders to ensure the participant behaviour is in line with the code of conduct.



### 4.0 INVOICING AND PAYMENT

**4.1** Full payment of your booking must be made prior to any booking being deemed confirmed, no provisional bookings are accepted. If your booking is greater than £1000 we require a 30% non refundable deposit to secure your dates and activities (see 4.2.2). If you wish to change your dates after the deposit has been received there is a £30 administration charge for this

**4.1.1** All bookings accepted by Meadow Adventures Ltd are not for re-sale and are not transferable

#### **4.2 Cancellation**

**4.2.1** No refund will be given in the event you wish to cancel your booking.

**4.2.2** No refund will be given due to failure to attend, or late arrival beyond 15 minutes of the allocated starting time. If cancellation is due to self-isolate because of coronavirus a credit note to transfer your booking for a future date within the next 12 months will be provided.

**4.2.3** In the event of cancellation by us, unless caused by your failure to meet the requirements and conditions set forth in this Agreement, we will reimburse in full all fees paid, or transfer to a replacement booking, or credit for a future booking, at our sole discretion. Any credit note will remain valid to redeem for 1 year from the date issued

**4.2.4** Should weather conditions, become unsuitable for some activities it may be necessary to alter the planned activity programme, no refund or discount will be given for

### 5.0 FORCE MAJEURE

**5.1** The customer and Meadow Adventures shall be excused from performance of their respective obligations under this Agreement where circumstances amounting to "force majeure" occur for as long as such circumstances last and affect contractual performance.

**5.2** For the purposes of this Agreement, "force majeure" shall mean unavoidable and extraordinary circumstances beyond the control of the party seeking to rely on them including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic; excluding the ongoing Covid 19 pandemic
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations, nuclear, chemical or biological contamination or sonic boom;
- (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (e) collapse of buildings, fire, explosion or accident; and arson

## BOOKING TERMS & CONDITIONS CONTINUED



(f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

(g) advice from the Foreign Office to avoid or leave a country may also constitute a Force Majeure Event.

**5.3** For the purposes of this Agreement, "force majeure" shall not include any fault or delay by the School's / organisation / customer sub-contractors other than as a result of force majeure affecting them.

**5.4** Meadow Adventures shall be entitled at any time whilst "force majeure" continues, in Meadow Adventures opinion, to affect the present or future interests of the Company, Participants or Customers to withhold any services otherwise due to the customer and/or cancel any Services and/or terminate this Agreement with immediate effect without incurring any penalty, charge or liability whatsoever. Furthermore, where the Force Majeure results in the school / organisation /customer being unable to operate, the school / organisation / customer agrees to pay to Meadow Adventures in full all monies owed for the complete term.

## MEADOW ADVENTURES CODE OF CONDUCT

The Meadow Adventures constitution enables and encourages all young people, youth groups, schools and leaders to use the site for activities and accommodation.

As an ethical company we have limited resources and therefore need our visitors to respect and help us maintain our centre by behaving responsibly and making all members of your group aware of the following information.

To promote health and well-being, smoking is not permitted in any of our grounds or activity areas.

- In the interest of safeguarding and health and safety, no alcohol is to be consumed prior to participating in activities. We have strict alcohol licensing, to ensure visitor safety and enjoyment we do not permit any visitors or customers to bring any alcohol purchased off our premises to our venue. This is to ensure we can control alcohol consumption as a responsible licensee
- Please dress appropriately around site, a minimum of a top, shorts and footwear is always to be worn during activities.
- We reserve the right to exclude or refuse any person at any time prior to or during the activity or course if, in the Company's opinion, that person's condition or behaviour is not compatible with the general enjoyment and wellbeing of other customers or the satisfactory administration of the activity. In this instance the Company will give no refund of the cost of the course or activity

## BOOKING TERMS & CONDITIONS CONTINUED



- We fully support Equality and Diversity and do not tolerate any language or behaviour that we interpret to not promote equality and diversity Staff and visitors are to be treated with respect and integrity.
- Visitors are always to listen and follow instructions given by staff
- All equipment and facilities must be returned in the same condition or better!
- We try and look after our sites, but can accidents happen. Please notify us of any breakages and/or damages, these may be charged for.
- Help our location to keep clean, tidy and environmentally friendly, please place any litter in a bin and where possible, one of our recycling bins.
- Please make sure you take everything with you, all personal property brought on to site is to be taken home. Left possessions will be kept for 72 hours and then donated to charity as we have insufficient storage facilities for the high quantity of property left behind.
- Meadow Adventures operates a zero-tolerance policy to recreational drug use, whether legal or illegal
- Visitors unable to behave with respect and integrity may ultimately be asked to leave the centre and their activities cancelled, for which a refund will not be offered.

## LOSS OR DAMAGE TO PROPERTY / PERSONS

Meadow Adventures Ltd shall not be liable for any loss or damage to any property of any person undertaking an activity or any loss, delay, inconvenience, fatal or other injuries or illness suffered by that person unless caused by proven negligence of the Meadow Adventures Ltd or its employees.

Lost property will be kept for a maximum of 48 hours before being taken to a recycling centre. Items of financial value, such as mobile phones, car keys etc we will keep for a period of 14 days disposal.