

# Terms and Conditions of Service

Valid for bookings with Outdoors@Hay and is current as of 1<sup>st</sup> January 2023

**Hay Outdoor Training (HOT)** offers a wide range of services, and does so with customer satisfaction as our fundamental concern. However we cannot be held responsible for circumstances beyond our direct control including customer personal circumstances that may affect their undertaking one of our services. We therefore endeavour to clarify everything at the point of booking and request that the following terms and conditions of service are read and unless otherwise agreed are accepted when making a booking.

## Liability and Insurance

- Adventurous activities and using the general outdoor environment are potentially dangerous undertakings. All participants must be aware of this and accept the risks associated with these activities. Whilst HOT has an excellent safety record responsibility for injury or illness arising from associated activities can only be accepted if caused by negligence on the part of HOT, its servants or agents.
- HOT has no responsibility in respect of loss or damage to property however caused whilst at the Training Centre or on an activity organised by HOT
- Participants are advised to seek guidance on the need of their own insurance cover. HOT is unable to offer any form of insurance cover other than Public liability to the sum of 5,000,000

## Health and Safety Considerations

- Due to the strenuous nature of adventurous activities and the terrain they are undertaken, all participants must be of reasonable physical fitness. Anyone with a serious medical condition should seek advice before considering participating.
- All participants in adventurous activities have to complete an activity and medical consent form prior to participation declaring any current medical issues and ensure they have any prescribed medication with them. Under 18's forms need to be signed by a parent or guardian.
- Disabled persons are encouraged to participate in adventurous activities where your safety can be guarded. Please inform us of your specific needs when booking. HOT reserves the right to refuse participants an activity if it is considered detrimental to the safety of themselves or others.
- Participants in water based activities will be required to declare their swimming capability on a consent form and non swimmers made known to their instructor before commencing the activity.
- HOT recognises that some participants may need to wear spectacles or contact lenses whilst participating in activities, but cannot accept responsibility for loss or injury from wearing either whilst participating and advises the use of contact lenses as a preference.
- Participants are not permitted to consume alcohol or drugs prior to or during adventurous activities. HOT staff reserve the right to refuse participation from anyone *considered* to be under the influence of alcohol or drugs.
- All participants must comply with safety regulations and instructions given by HOT staff. HOT reserves the right to refuse participation in an activity or for a participant to continue with an activity if their behaviour is *considered* detrimental to the safety of themselves or others

## Weather considerations

- Some adventurous activities rely on sustained water levels for safe participation or become unsafe in inclement weather. All water levels and predicted weather forecasts are monitored as a matter of course at HOT and any decisions made regarding change or cancellations of activities are given with as much notice as possible.
- HOT reserves the right to vary or cancel an activity due to unsuitable or dangerous conditions beyond our control and an alternative venue or activity can not be found. In the rare event of cancellation, refunds may be offered if transfers to an alternative date are not possible. However HOT can not accept liability for any personal costs incurred by prospective participants.
- Participants choosing not to participate in an activity due to water levels or inclement weather that is deemed acceptable by HOT will not be entitled to a refund.

## Equipment and Clothing

- All necessary safety and Personal Protection Equipment supplied by HOT will be in good condition and fit for purpose. Participants wishing to use their own PPE will have to have it inspected by HOT staff.
- All damage or loss of loaned HOT equipment caused by negligence, malicious acts or carelessness must be paid for at the time and at current replacement value.
- When booking adventurous activities participants will be informed of the necessary clothing to bring for the activity. Any participant not having the correct clothing for the activity (particularly footwear) will be refused participation if suitable attire can not be found.

## Accommodation

- All damage, loss or breakages caused by negligence, malicious acts or carelessness must be paid for at the time and at current replacement value.
- At the time of booking capacities of accommodation will be clarified and must not be exceeded during your stay.
- All accommodation must be left in a tidy condition with all utensils and appliances left clean and stored correctly. Guest will be liable for any cost incurred for unwarranted cleaning needed to be undertaken by HOT staff.
- **FIRES** - Guest using fires will receive appropriate advice and training where necessary and are responsible for their safe use and do so at their own risk.

## Bookings and payments (see separate terms for Hay Festival bookings)

- A booking is only accepted on receipt of the appropriate percentage of deposit.
- Balance of payment must be received 28 days prior to arrival date at which point any joining instructions will be sent.
- If booking within 28 days of arrival date, we will be requiring full payment at time of booking.

## Cancellations, Refunds and Transfers

- Should you cancel your booking for any reason more than 21 days before your arrival the initial deposit will be forfeited
- Should you cancel your booking for any reason less than 21 days before your arrival all payments will be forfeited
- Should you transfer your booking to an alternative date or other service less than 14 days before arrival you will lose the initial deposit.
- Should you transfer your booking to an alternative date or other service more than 14 days before arrival you may be charged an administration fee
- No refunds will be offered from circumstances out of the direct control of HOT.

## Other Conditions

- Due to our continued review of safety and associated concerns, HOT reserves the right to change, modify and cancel any booking at any time with reasonable consideration to customers.
- HOT reserve the right to transfer/postpone/cancel activities, courses and bookings or offer full refund if an alternative can not be found due to:
  - Insufficient or viable numbers on a course
  - HOT experience an unforeseen absenteeism and a suitably qualified replacement can not be found
  - HOT has received a loss or damage to resources that can not be replaced or repaired in time for a booking