



Mountjoy  
Newquay  
Cornwall TR8 4LN  
Tel: 07773 799 755  
Email: [office@newquayforestschool.co.uk](mailto:office@newquayforestschool.co.uk)  
Web: [www.newquayforestschool.co.uk](http://www.newquayforestschool.co.uk)

# TERMS AND CONDITIONS

This document must be read through prior to making a booking with Newquay Forest School. The client(s) named on the booking form will have entered into a binding contract on the basis of the following Terms and Conditions.

## 1. BOOKING PROCEDURE

Our booking procedure follows a 3 step model

1. Contact Newquay Forest School Via telephone or e-mail (note due to the nature of the activities we provide it may not be possible to answer the telephone or respond to emails immediately. We therefore request that you allow a minimum of 24 hours for us to respond to your communication). On confirmation of the date, time and session requirements we will then ask you to send us a booking form via email or in the post (a copy of our booking form is available under the resources link on our website or via post on request)
2. Once we have received a completed booking form along with the full payment for the sessions required we will then send you confirmation of your booking along with any additional information as required. For schools, existing customers and other organisations who require to raise an internal invoice we must receive confirmation that the invoice has been raised at this stage along with the completed booking form (see late payments section)
3. Ensure that you turn up for the session on time and with the correct kit (as outlined in the kit list) and with any additional paperwork filled out and signed where appropriate.

## 2. PAYMENT

Newquay Forest School do not currently accept credit or debit card payments.

Payment methods we accept

1. Cheques drawn on a UK bank account
2. Direct Bank Transfer
3. Banker's draft

### 3. LATE PAYMENTS/ NON PAYMENTS

For organisations agreeing to pay in arrears due to internal invoicing requirements, the following terms apply:

1. For payments made within 30 days of the first session a receipt of payment will be given and no further charges will apply.
2. For payments made after 30 days a 5% per week interest payment will be added until payment is made.

### 4. CANCELATIONS BY CLIENT

We understand that there may be unforeseen circumstances on behalf of the client which may give rise to the need to cancel a booked activity or course. Given the substantial preparation by Newquay Forest School prior to any course, the client must be aware of the following cancellation charges:

1. Cancellations made up to 30 days prior to date shown on booking form - 25% total price shown on booking form
2. Cancellations made between 29 and 20 days prior to date shown on booking form - 50% total price shown on booking form
3. Cancellations made between 19 and 10 days prior to date shown on booking form - 75% total price shown on booking form
4. Cancellations made less than 10 days prior to the date shown on booking form - 100% total price shown on booking form

### 5. CANCELATIONS BY NEWQUAY FOREST SCHOOL

While every effort is made to ensure that your session runs without a hitch and in compliance with the agreed course content, Newquay forest school reserve the right to cancel or alter any of our activities in the interests of the safety of our clients and staff. We do however recognise our responsibility to remain true to any agreement we have made and as such the following compensations can be expected:

1. For activities canceled for any reason prior to and including the date shown on the booking form - 100% refund of the price shown on the booking form. Also wherever possible we will offer alternative dates or activities and where this is not possible we may suggest one of our recommended providers.
2. Where variations need to be made due to external factors such as weather conditions or factors relating to the individuals attending such as level of ability or to any availability of resources Newquay Forest School reserve the right to vary the content of the course or program, which may include provision of alternative activities. Wherever possible Newquay Forest School will endeavour to retain the learning aims and/or activity content inherent in the activities listed on the booking form.

## 6. COMPLAINTS

Newquay Forest School (NFS) is committed to delivering a high quality service and encourages its learners to tell it where there is cause for concern and a case for improvement.

Should the requirement to make a formal complaint arise please refer to our complaints procedure (a copy of which is available on our website)

## 7. INSURANCE

Newquay Forest School is covered by Loyd's London

This includes:

1. Employers Liability of up to £10,000,000
2. Public Liability of up to £5,000,000
3. Products Liability up to £5,000,000

## 8. TRAVEL AND ACCOMMODATION

Newquay Forest School have access to 16 seater minibus transport which is available at an additional cost (unless stated). We keep our rates competitive and will be more than happy to assist should we be available to.

All of our on site accommodation is either in tents or tree hammock systems although we also work with local providers who provide accommodation from yurts and caravans to holiday homes. A list of locally available accommodation is available on request.

## 9. MEDICAL

1. All participants are personally responsible for ensuring that they conform to the health regulations required by law, for those under 18 this responsibility lies with their designated parent or guardian. Please notify us at the time of booking if any participant has a medical condition, allergy or disability that may affect their involvement in the designated activity.
2. While we will try to cater for any requirements, we cannot guarantee that we will be able to do so for those with special needs or serious medical conditions.
3. **Allergies** - Whilst we cater for vegetarians and vegans alike, if you suffer from life threatening allergies from substances such as nuts etc. then we advise you to provide meals for yourself and a reduction to the course cost will be made as a conciliatory measure.

## LIABILITIES

1. Newquay Forest School courses take place in the outdoors, which by its nature is never completely free from hazard. While all reasonable precautions are and will be taken to minimise these risks, the client accepts that accidents including serious injury and death can occur which is outside of Newquay Forest School's control.
2. The client also recognises attendance of a Newquay Forest School course in no way qualifies him/her to teach the course content. Newquay Forest School therefore accepts no responsibility for any mishap occurring to third parties taught by attendees of any Newquay Forest School course. Newquay Forest School also takes no responsibility for any mishap during a course from any instruction or information not given by Newquay Forest School's appointed instructors or assistants. Newquay Forest School also takes no responsibility for any mishaps occurring as a result of the clients failure to follow instruction. Newquay Forest School will only accept liability for physical injury to a client that is shown to result from negligence on the part of Newquay Forest School.

## PERSONAL BELONGINGS

The client recognises that Newquay Forest School is not responsible for loss or damage to the personal property of the client including vehicles, money, clothing and/or equipment.

## CONDUCT

1. It is the responsibility of the person booking any activity with Newquay Forest School to advise us on any issues relating to any participants particular disabilities or social or behavioural issues or any other condition which may affect the participants involvement in any of our programs or activities.
2. All of Newquay Forest School's clients are expected to behave in accordance with our code of conduct and behaviour policy. While we will always endeavour to keep all participants engaged in the program of study or activity in some way, Newquay Forest School reserves the

right to remove any individual from the activity if it is deemed that they are causing a significant risk to themselves, other participants or staff. This will be at the instructor/leader's absolute discretion without recourse to repayment for that course and against the client(s) will if necessary.

3. Circumstances that may warrant exclusion from a course includes (without limitation): intoxication, use of non-prescription drugs, abusive or dangerous behaviour, inability to meet the rigours of the course from physical or mental reasons, or through lack of appropriate equipment.
4. If you are in any doubt about your ability to meet the rigours of the course, please contact your GP before booking. For removal of any party under such conditions, Newquay Forest School will not be liable to any losses as a result and Newquay Forest School is also entitled to any reasonable costs arising from removal of said client(s) payable upon demand. In addition, parents, guardians or those in a position of similar responsibility are to ensure the behaviour and safe control of any children in their care.