



ACKNOWLEDGEMENT OF RISK FORM

This form explains the types of risks you and your group members may be exposed to whilst undertaking a course at Boundless Outdoors. We will take every opportunity to limit the risk posed by some of the activities, however despite our best efforts there will always be a level of risk that remains. Please read this form so that you can acknowledge the risks involved and are happy for yourself and those under your care to take part in any activities that we ourselves or via a third party.

THE COURSE/EVENT YOU ARE ATTENDING:

Boundless Outdoors would like you to read the following carefully. It may affect your safety and the safety of others attending your course. Once you have read it we would like you to sign the bottom of the form as confirmation that you have read and understood it, and return it to us, together with your group information, medical details and booking forms.

Signing this Acknowledgement of Risk in no way compromises your legal rights, nor does it release Boundless Outdoors from any of its legal obligations towards you. It is merely to ensure that you are aware of your own duty to take steps to safeguard yourself and those under your care while taking part in any activity.

We have taken all reasonable steps to provide you with the level of care and assurances of safety appropriate to these activities. However, you should be aware that certain inherent risks remain which are integral to the activity, and which cannot be eliminated without destroying their unique character.

Amongst other things, some of these risks can contribute to:

- The loss or damage of your personal clothing or equipment,
- Feelings of discomfort, fear and apprehension, or even
- accidental injury, illness, or trauma which are extreme but thankfully very rare. Cases can be very serious.

The level of real (as opposed to apparent) risk associated with the activities at Boundless Outdoors is very low. However, the type of risks may be something with which you are not familiar. The level of risk is generally no greater than that associated with, for example, the normal play of an average child, or that associated with normal adult undertaking recreational activities appropriate to their ability, fitness, age, etc.

Depending on which course, program or event you are undertaking you may be involved with any or all of the following. If you are not comfortable with any of these you should let that be known to us at the time of your arrival with us, and preferably also in advance. Alternatively, you may decide to withdraw from the course. In this event, your course fees may be refunded.

ASSURANCE OF EDUCATIONAL QUALITY AND SAFETY

Boundless Outdoors is one of the largest residential outdoor activity providers in the West Midlands. Leaders and parents can be confident of our commitment to ensuring high standards in terms of quality control for all matters pertaining to educational and activity content, professional staffing and matters of safety.

The Centre is rigorously monitored through the systems of continual staff development and training. All staff are First Aid qualified and undergo enhanced criminal records checks. Activity leaders will either hold nationally recognised instructional certificates or, for activities which do not have National Governing Bodies, will have undertaken formal in-house training and approval to run those activities.

The statutory Adventure Activities Licensing Authority (Licence No. L14402/R0207) check the operating guidelines, including the requirement for the level of qualifications of staff leading activities, appropriate risk assessments, health and safety monitoring and standards of equipment. Centre is regularly inspected by Activity National Governing bodies. The Centre is covered by Public liability Insurance (£5m) through Activities Insurance Mutual.

Leaders and parents should understand that safety is not just about staff qualifications or experience, careful selection of teaching venues and equipment appropriate to the group's needs are an essential component. Full risk assessments have been undertaken and risk management procedures implemented for all the activities. Visiting leaders will however need to undertake risk assessments for their travel to the Centre and for any activities not led by Centre staff and students free time.

The staff at Boundless Outdoors pride themselves in meeting the needs of their students. Activity programmes are carefully designed, taking into consideration the initial booking requests and the nature of the group. Programmes may be adapted where necessary following a daily staff meeting, during which a variety of factors are considered, including weather forecasts.

For more information, please telephone the Centre on 01684 574546.

TERMS AND CONDITIONS OF BOOKING

ACCOMMODATION – allocated accommodation may change due to Centre requirements week. Laundry is not included in the accommodation price. Groups will need to bring their own pillowcase and duvet covers and bottom sheets or sleeping bag and pillowcase.

BOOKINGS FEES - . No booking is considered firm until the completed acceptance slip has been received. ***Any changes to the booking or numbers attending must be confirmed in writing at least 8 weeks in advance of course commencement or you will be charged for the numbers on booking form.*** Significant changes to numbers must be authorized by the Head of Centre and confirmed in writing. Summer activities and day groups will need to pay in full for all the activities at the time of booking.

DEPOSITS –Schools & private bookings are subject to a 25% non-refundable deposit, payable on acceptance of the booking offer. Deposits are Non-refundable

BALANCE OF PAYMENTS and confirmation of final numbers attending must be received eight weeks prior to course commencement. Any significant amendments to the booking must be confirmed in writing – if received within the 8 week notice charges will be adjusted accordingly. If the course is CANCELLED within eight weeks of its start date, and the Centre is unable to fill your space, you will remain liable for the full Course fee.

GROUP LEADERS – are not charged at a ratio of 1:12. Additional staff will be charged bedding and catering @ £35 per course (3 day course) or £70 (5 day course). Visiting staff will be held responsible and charged for any damage caused while their group are in residence. Visiting staff are also responsible for the conduct and behaviour of their group.

INSURANCE – the Centre carries full Public Liability Insurance of £5m

ACTIVITIES: Activity groups are allocated based on the following pupil numbers:

- 1 –14 – 1 group
- 14 – 28 – 2 groups
- 29 – 42 – 3 groups
- 42+ – Arranged by discussion

Please note that digital photography may take place during your visit; these photographs may be used for publicity material. Please indicate on your group paper work whether consent is given.

No booking will be accepted if the Terms and Conditions as outlined are not adhered to.

PRIVATE ACCOMMODATION HIRE: Centre staff are not present during private hire therefore the group are responsible for the accommodation booked and subsequent actions

All private hire groups will be asked for a £500 additional security deposit at point of booking this will be returned following inspection of the facility has been conducted of the site. All damage and breakages will be charge at 110% of the full replacement/repair cost.

The Centre reserves the right to change booking terms and conditions with immediate effect and at no given notice.

OUR RESPONSIBILITIES: Boundless Outdoors accepts responsibility for those elements of the stay which are under our direct control, and for the acts and/or omissions of our employees, agents, subcontractors and suppliers. 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.

Please note, we cannot be held responsible for the failure or inability of any equipment or computer programme to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to force majeure. We can only be liable for the provision of special requests where we have confirmed their availability in writing. Should you or any member of your party have the misfortune to suffer illness, injury or death during the period of your stay, arising out of an activity which does not form part of the arrangements made by us, we shall, where appropriate, and subject to our reasonable discretion and prior agreement, give you and your family every help that we can by way of initial assistance

YOUR RESPONSIBILITIES: It is the responsibility of the parent/guardian/group leader to advise Boundless Outdoors of a child's special diet and medical conditions in writing or. (All children participating in water sports must be able to meet a minimum requirement to swim 25m unaided. It is also the responsibility of the parent/guardian or other person acting in 'loco parentis' to fully advise Boundless Outdoors, when booking, and then follow this up in writing, of any illness, disabilities, social or behavioral problems that a youngster currently has, or has recently experienced, which might affect the youngster or other guests during your stay at the centre. We may request written confirmation confirming the suitability of the stay at the centre for your child 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. We are committed to making our courses as accessible to as many people as possible, however, very occasionally we may not be able to provide the service required and will refund any deposit paid.

We reserve the right to exclude any person before or after a stay has commenced if important personal details have not been fully declared and/or his/her behavior 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.

Behavior deemed inappropriate may include:

- Under age buying and consumption of alcohol
- Leaving the site unless accompanied by a visiting staff or centre staff
- Suspected involvement with illegal drugs
- Smoking outside of designated areas and smoking by under 16s
- Entering accommodation used by the opposite sex
- Theft or illegal activities
- Threatening behavior, bullying, offensive or insulting language to other guests, centre staff or any other person resident on centre

- Anti social behavior affecting other guest's enjoyment of their stay
- Leaving rooms during the night without a legitimate reason
- Deliberately tampering with safety systems (e.g. CCTV, Fire Alarms)

PERSONAL PROPERTY: Your personal property, including baggage, 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 as an education centre it is not the place to bring mobile phones, expensive watches, jewellery, photographic equipment or other precious items, which may not be covered by the Boundless Outdoors insurance.

DATE PROTECTION: The personal information requested at the time of booking and on subsequent paperwork is held on computer and required to allow our employees, agents, sub-contractors and suppliers to provide the promised stay to our normal high standards. By providing us with the information required for booking you are deemed to accept the above and to have gained consent from the parents of all members of your party to disclose their details to us. At time of booking or requesting a brochure, whichever is sooner you will be asked if you wish to receive future mailings from Boundless Outdoors. If you do not wish to receive these mailings, please advise at the time of booking or alternatively write to Boundless Outdoors, Old Hollow, Malvern, Worcestershire. WR14 4NR

PHOTOGRAPHY AND MEDIA: We regularly take photographs and videos for promotional and training purposes, if you do not want your child to appear in these you must write to Boundless Outdoors or select the photography consent box on the Group information form.

COMPLAINTS: If there are any issues with your stay, we want to put this right for you as soon as possible. Please ask your child to mention it to their Group Leader/Centre Manager straightaway. Alternatively, we will be pleased to make a phone available, so your child can speak with you if this is preferable. We would ask you to make immediate contact with either the centre or Head Office in Malvern. If we have been unable to find a solution, you have 28 days from the end of your stay to write to us to explain your grievance.