

## Terms and Conditions

The following Terms and Conditions apply to all bookings made for all Yr Hafod Events and by making a booking you are agreeing to and accepting the following

### Covid-19 Booking Information 2021

Yr Hafod will remain closed for all activities until at least the end of 2020.

We are not currently taking **confirmed bookings** but we are prepared to take provisional booking without a deposit. The reason is that we are governed by the guidance given to us by the Government, Scout Association, ScoutsCymru among others therefore we don't know when the hostel will be opened again to residential groups of people.

We hope to open by April 2021 if not sooner, but as stated above that will be guided by agencies outside of our control.

When the hostel becomes open we will want a deposit to confirm your booking in accordance with the terms and conditions that were applicable prior to the lockdown. We are **not liable** for any change that may take place should the situation change back to a lockdown or other condition. However we will endeavour to return any deposit that has been paid which is in accordance with our policy following the lockdown in March of 2020.

### Hostel Booking

In order to provisionally book the Hostel YOU MUST send an email to [hostel@yr-hafod.org.uk](mailto:hostel@yr-hafod.org.uk) to request the booking, a reply will be sent back once the booking has been made on our booking calendar.

### Course Interest 2021

Please use the no fee provisional booking form below to indicate which courses you are interested in.

During the current CV19 situation some of our terms and conditions have been relaxed and added to reflect the uncertain times we are living in.

In short you can book the course you are interested in through the form for no fee. When we are able to run the course we will let you know, put you in to the system and arrange payment.

There are many agencies which are advising us of what we can and can't do at present such as the Government, Scouts Association etc of which we have no control. These are ever changing. In short we will do our best to run the course but may be prevented from doing so.

Thank you for your understanding.

[Register your course interest here.](#)

## 1. Definitions

"Activities" – means those Scouting Activities taking place as part of any Yr Hafod programme.

"Booking Purchaser" includes the individual and/or party making the booking on behalf of a group or individual.

"Ticket User" means any individual and/or individuals using the ticket to attend the event. The Ticket User may include the Booking Purchaser where relevant.

## 2. Training Courses and Assessments

### 2.1 Booking Procedure

#### 2.1.1 Charges and Payments

- a) Payment is taken at the time of booking, this confirms the booking. The booking procedure is handled by BookWhen Ltd.
- b) Payments via the BookWhen system are handled by Stripe – our payment processor. Payments are taken by credit/debit card.
- c) Tickets are sold subject to the management's right to alter or vary the Event's programme due to circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets. This can include change to publicised Activities.

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### 2.1.2 General Booking Information

- a) All bookings are subject to Policy Organisation and Rules of The Scout Association (POR) which can be viewed here: <http://members.scouts.org.uk/supportresources/search?cat=480>
- b) Scout Adventures – Yr Hafod reserves the right to cancel bookings which have not been paid for, without notifying the Booking Purchaser.
- c) The Booking Purchaser is responsible for checking all booking details as mistakes cannot always be rectified later and any required changes are subject to adequate notice and availability.
- d) We reserve the right to cancel bookings which we reasonably believe to have been made improperly and/or in breach of POR.
- e) It is the responsibility of the Ticket User to check whether an Event has been cancelled and the date and time of any rearranged Event. If an Event is cancelled or rescheduled, we will use reasonable endeavours to notify Ticket Users of the cancellation. Yr Hafod cannot guarantee that Ticket Users will be informed of such cancellation before the date of the Event. Ticket Users are advised to read any additional information published on the Event website before attending the Event.
- f) Whilst every effort is made to honour your booking as it was at time of confirmation, Scout Adventures – Yr Hafod reserves the right to make changes where necessary. On these occasions we will inform you of any changes as early as possible and allow you the option to cancel the booking without penalty.
- g) The management reserves the right to refuse admission should there be any breach of the POR.
- h) Tickets may be restricted to a maximum number per person. Yr Hafod reserve the right to cancel tickets purchased in excess of this number.

### 2.1.3 Changes and Cancellations

- a) Any changes to or cancellation of a booking must be confirmed in writing or will not be valid. Cancellation charges might apply to items booked – including catering (where applicable), campsites, indoor accommodation and Activities.
- b) The Booking Purchaser is entitled to cancel the booking in total or for any party member(s) subject to the Booking Purchaser providing Yr Hafod with written notice and paying the following cancellation charges:
  - Up to 56 days before Event = 0% of the total bill
  - Up to 15 days before Event = 50% of the total bill
  - 14 days or less before Event = 100% of the total bill
- c) It is the Ticket User's responsibility to pay for any amendments to the booking made on site immediately. This includes adding participants or purchasing pre-booked meals and merchandise etc. The offer of additional catering and/or merchandise item is subject to availability.
- d) There is no obligation for Yr Hafod to provide refunds. Refunds will be considered at the sole discretion of Yr Hafod and will be dealt with on an individual basis. Changes to the Event programme are covered in section 2.1.c of these terms and conditions and will not necessarily be considered just cause for a refund in the majority of cases.

## 3. Hostel Bookings

### 3.1 Booking Procedure

#### 3.1.1 Charges and Payments

- a) When a booking is made, in the first instance, it is regarded as a provisional booking until we receive the booking deposit. Please note, a booking will only be deemed as fully confirmed once the balancing payment received has been cleared. An email will be sent to you which details the balancing payment and due date.
- b) Hostel bookings are handled by InnStyle (Staylists Ltd).
- c) Deposit payments can be made by credit/debit card (handled by Stripe as payment processor) and are payable at the time of booking. The deposit payment equal to 20% of the total booking value.
- d) Balance payments are payable at least 4 weeks prior to your arrival. Balance payments can be made:

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- By debit/credit card payment by following the link in your email.
- By BACS (bank transfer): It is the Booking Purchaser's responsibility to ensure that the bank account details from the invoice are correct. The BACS reference needs to be the reservation number.

## 2.2 General booking information

- All bookings are subject to Policy Organisation and Rules of The Scout Association (POR) which can be viewed here: <http://members.scouts.org.uk/supportresources/search?cat=480>
- Scout Adventures – Yr Hafod reserves the right to cancel bookings which have not been paid for, without notifying the Booking Purchaser.
- The Booking Purchaser is responsible for checking all booking details as mistakes cannot always be rectified later and any required changes are subject to adequate notice and availability.
- We reserve the right to cancel bookings which we reasonably believe to have been made improperly and/or in breach of POR.
- It is the responsibility of the Ticket User to check whether an Event has been cancelled and the date and time of any rearranged Event. If an Event is cancelled or rescheduled, we will use reasonable endeavours to notify Ticket Users of the cancellation. Yr Hafod cannot guarantee that Ticket Users will be informed of such cancellation before the date of the Event. Ticket Users are advised to read any additional information published on the Event website before attending the Event.
- Whilst every effort is made to honour your booking as it was at time of confirmation, Scout Adventures – Yr Hafod reserves the right to make changes where necessary. On these occasions we will inform you of any changes as early as possible and allow you the option to cancel the booking without penalty.
- The management reserves the right to refuse admission should there be any breach of the POR.
- Tickets may be restricted to a maximum number per person. Yr Hafod reserve the right to cancel tickets purchased in excess of this number.

## 2.3 Changes and Cancellations

- Any changes to or cancellation of a booking must be confirmed in writing or will not be valid. Cancellation charges might apply to items booked – including catering (where applicable), campsites, indoor accommodation and Activities.
- The Booking Purchaser is entitled to cancel the booking in total subject to the Booking Purchaser providing Yr Hafod with written notice and paying the following cancellation charges:
  - Up to 29 days before Event = 0% of total bill
  - 28 days or less before Event = Deposit retained unless a like for like booking is made by another group.
- There is no obligation for Yr Hafod to provide refunds. Refunds will be considered at the sole discretion of Yr Hafod and will be dealt with on an individual basis. Changes to the Event programme are covered in section 2.1.c of these terms and conditions and will not necessarily be considered just cause for a refund in the majority of cases.

## 4. Terms of Use

### 4.1 Use of Centre Facilities and Services

- Groups visiting a Scout Adventures site agree to abide by The Scout Association's (TSA) Health & Safety and Child Protection policy. Copies of this information can be found in Chapter 2 of POR <https://members.scouts.org.uk/supportresources/search/?cat=480>. It is the Ticket User's obligation to ensure this is read and understood prior to arrival by all members of his party.
- Use of the centre and facilities is subject to your agreement to follow the "site rules" which includes taking all reasonable steps to minimise disturbance to other guests. Site rules for specific centres are available on request. It is the Ticket User's responsibility to ensure that all members of their groups have been informed and understood the site rules.

- c) All groups visiting a Scout Adventures site agreed to follow all relevant statutes, safety announcements and venue regulations whilst attending the Event. Breach of any of these conditions or any unacceptable behaviour likely to cause damage, nuisance, injury or bring Yr Hafod into disrepute shall enable the Event management to request you leave the Event.
- d) Yr Hafod reserves the right to charge groups for any damage caused to buildings and/or equipment caused by members of your group during your stay.
- e) Yr Hafod reserves the right to charge a cleaning fee if a group leaves any area in an unreasonable state of cleanliness. Depending on the state may result in the booking purchaser and/or ticket user being unable to use Yr Hafod for future visits/bookings.
- f) All itineraries and programmes are subject to alteration due to weather and/or operational factors. In this Event we will inform you as soon as is reasonably possible.
- g) All adults working for or on behalf of Yr Hafod, whether employee, contractor or volunteer are members of Yr Hafod staff team.
- h) Fireworks and amplified sound equipment may not be used on site at an Event without the permission of the Activity Centre.

#### 4.2 Supervision of Minors

- a) Adults accompanying a group agree to act "in loco parentis" at all times and assume responsibility for all young people (i.e. a person under 18 years of age) in their group. Scout Adventures staff only provide instruction during Activities and must not be relied upon for the supervision of young people unless expressly agreed by them. It is both the Booking Purchaser and Ticket User's responsibility to be aware and inform other adults in their group of these requirements.

#### 4.3 Property

- a) We do not accept responsibility for the property of Event attendees. Whilst we will do our best to accommodate baggage and/or other belongings, any items deposited with us or left unattended on the premises are deposited and/or left at the owner's risk and without any liability on the part of Yr Hafod and/or TSA.

#### 4.4 Vehicles on Site

- a) Where vehicles are causing an obstruction or are incorrectly parked, TSA reserve the right to tow such vehicles out of the way without the owner's express permission and will not be liable for any costs and/or damage caused as a result. Where unreasonable damage is caused to the site (including fields) by vehicles, TSA reserves the right to charge the vehicle owner or driver for such damage.

#### 4.5 Refuse

- a) Users of Yr Hafod are responsible for ensuring that they dispose of their refuse in the correct manner in the bins provided on site. Information of refuse disposal is on display within the building. Failure to follow proper refuse disposal may result in the booking purchaser and/or ticket user being unable to use Yr Hafod for future visits/bookings.

#### 4.6 Duration of Stay

- a) The duration of stay depends on the individual booking and can vary for each Event. The duration of stay is confirmed in the Booking Confirmation email.
- b) Arrival and departure dates/times are shown in Information packs which will be made available upon confirmation of payment.
- c) It is the responsibility of the guest to ensure that their planned itinerary matches the arrival and departure time they have booked for. Arrival or departures outside of these times must be agreed in writing and may be subject to further charges.

#### 4.7 Promotional and Marketing

- a) At certain times Scout Adventures commission professional photographers and videographers to take pictures/videos at their centres for use in their promotional material. Ticket Users should be aware that on occasion they and their group might be photographed, filmed or audibly recorded (in addition to security CCTV systems) as members of the Scout or Guide Associations, for promotional purposes.
- b) It is the ticket User's responsibility to notify Yr Hafod prior to their visit if any members of their group do not want to appear in any such photography. It is advised to notify the Leader in Charge upon arrival.

#### 4.8 Force Majeure

- a) Yr Hafod shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Yr Hafod's reasonable control including strikes, lock outs, labour disputes, acts of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining staff, materials, goods or raw materials in connection with the performance of this agreement.

#### 4.9 Insurance and Liability

- a) TSA has legal liability insurance to cover its potential liabilities to visitors to its Scout Adventures sites and for participants in Activities.
- b) Users of Scout Adventures sites should consider whether they wish to obtain other insurances, such as cancellation or personal accident insurance.

#### 4.10 Website

- a) Copies of our Terms and Conditions can be found on our website <https://www.yr-hafod.org.uk/>

#### 4.11 Complaints

##### 4.11.1 Training Courses and Assessments

- a) Where you have a complaint about a service or facility provided by Yr Hafod you should contact the Leader in Charge in the first instance to discuss your concerns.
- b) Failing a resolution from the above, formal complaints should be sent in writing to the Course Secretary on [courses@yr-hafod.org.uk](mailto:courses@yr-hafod.org.uk), who will acknowledge receipt of the complaint within three working days. The response will include details of any next steps and/or any actions we intend to take.

##### 4.11.2 Hostel Bookings

- a) Formal complaints should be sent in writing to the Hostel Secretary on [hostel@yr-hafod.org.uk](mailto:hostel@yr-hafod.org.uk), who will acknowledge receipt of the complaint within three working days. The response will include details of any next steps and/or any actions we intend to take.