

Small Print

Here is a copy of the small print. Holiday Leaders and Booking Secretaries should be familiar with this.

Small Print

Please read this "small print section" which governs our agreement with you. We ask you to confirm you have read and agreed to this information when making a booking. Summarised versions of this document can be found on the website and in the brochure, however these refer to this document and in the event of any discrepancy, this document shall prevail.

West Runton Holidays (WRH) has been operating since 1919 with an aim to make Jesus known to young people through excellent, exciting activity holidays. Today it is a volunteer led charity, overseen by a board of trustees who are chaired by the Senior Leaders. West Runton Holidays works closely and in association with The Runton Dolphin Trust and Scripture Union.

Our commitment to you

We try to represent the holidays to you in a true and straight forward way. Where you are not happy with the service please tell us and we will do everything we can to resolve things. To raise your concerns, we would ask you to write to the senior leaders or the trustees within 14 days of the end of the holiday at the registered address with full details of your reason for writing.

All holidays advertised by us are operated by West Runton Holidays Limited (herein, 'we' or 'the company'). We are a company registered in England No. 07104921 at 71 Bagley Cl, Kennington, Oxford OX1 5LT and a charity with registration number 1135213.

We are registered with the Adventure Activities Licensing Authority and ensure that our license allows us to provide our activities where this is required. License details can be confirmed by calling the Licensing Authority (tel: 01222 755 715).

Booking

A booking is considered an offer under contract law. At the time of booking you will need to pay a non-refundable deposit according to our pricing structure in existence on the day of acceptance as advertised on our website. A booking is only accepted by us when you receive a written confirmation of the booking. We endeavour to accept bookings in the order which we receive a complete booking form and deposit (whether via the internet or through the post). Please do not book any travel arrangements before we confirm your place as we cannot be held liable for any costs you have incurred.

The publicity and information about our holidays in the public domain is correct at the time of going to press or when made available to the public and is published in good faith. We reserve the right to refuse any booking application where there are concerns over safety or suitability and to alter or cancel a holiday where necessary.

Communication

Where you supply us with contact details, we will use any means possible to contact you. This will normally be email, then phone then post.

Only persons over the age of 18 who possess the legal capacity and authority to make a booking and who accepts these booking conditions can make an offer to West Runton Holidays Limited and be named as the 'parent' on the booking. By making a booking for a person under the age of 18, you are consenting to being responsible for the person.

At the time of sending final information, we will send out a medical form and consent form which asks you to confirm this information to us in writing. You must provide us with contact details for the duration of the holiday so that, should we need to contact you during this time, we are reasonably likely to make contact.

Special Needs

Some people have needs which require special support. It is our aim to include such people whenever possible. This is only possible where we are given full details of the condition at the time of booking so that we can discuss with the participant or their parent/guardian how we can attempt to meet those needs. Where, after consultation and discussion, our decision is that we cannot provide the appropriate level of support then we may not be able to accept the booking and will return all monies as appropriate, or we may need to limit the scope of activities on offer or otherwise change the holiday. In all cases, we will discuss this and try our best to accommodate these special needs.

If a person booking on a holiday is experiencing social or behavioural problems which could affect the safety or well being of themselves or others on the holiday, we must be informed at the time of booking. In this situation, West Runton reserves the right to refuse any application or to ask a person to leave a holiday. In this event, the parent or guardian will be informed and will be required to make arrangements at their own expense for that persons collection from the holiday. No refund is available in these circumstances.

Price

The price shown for the holiday is totally inclusive, from time of arrival to the time of departure and if a young person brought no pocket money he or she would be fully occupied for the entire holiday and could participate in all activities. In more detail, the price normally includes all activities on the holiday, use of key safety equipment, all food from arrival to departure and accommodation. Some pocket money is advised for small items!

Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease brochure prices. After confirming your booking, it is our desire to stick by the inclusive price

wherever possible. However, we reserve the right to pass on any significant unforeseen changes in our costs which includes but is not limited to increases in transportation costs including fuel, taxes and increases arising from exchange rate movements of greater than 2% from the rate on 31st December prior to the holiday.

The prices and amendments will be calculated by us and invoiced with your confirmation or within 30 days of the commencement of the holiday. Any queries should be raised with us within 7 days of us sending this confirmation.

Where we have to make changes to the price other than those due to currency fluctuations, we will write to you by post or email and explain the reason for the price change. You have the right to withdraw from the contract at this stage if you do not accept the price revision. The contract will exist when you have accepted or not objected, within 7 days, to the revision and been re-invoiced.

Payment

The fee for each holiday is shown in the details of the brochure and on the website and all have a designated non returnable deposit. The full balance is due 2 months before the start of the holiday. If you fail to pay the balance at least 2 months before the departure date of your trip, we reserve the right to cancel your booking and retain your deposit. We will always do our best to contact you before taking any action.

Assistance with Fees

In the event that financial circumstances would prevent someone attending the holiday, West Runton Holidays Limited work in close association with the Runton Dolphin Trust which may be able to assist. Please email in confidence for an application form to the West Runton Finance Trustee – grants@westrunton.org.uk.

Security

All your payments are kept by a separately administrated Trust in a Trust Account until after the completion of your holiday. This protects you and your money in the unlikely event of insolvency of the company, ensuring a full refund and repatriation. The name and address of the person administering the Trust can be obtained by writing to us at our registered address. Should we need to refund your money, the Trust will not pay interest to you.

Cancellation Policy

If you have to cancel your booking, please write to the booking secretary named for the given holiday to confirm that you must cancel. The deposit paid is non-refundable in any case of cancellation. If you cancel within 56 days of the start of the holiday, you will be liable for the full fee. For holidays with a fee of over £500, we operate the following scale of charges which arises as we must commit to costs ahead of the holiday: *At least 56 Days – Deposit Only*

55-29 Days – 30%

28-15 Days – 45%

14-1 Day(s) – 60%

On the day – 100%

It may be possible to make an insurance claim to refund these amounts to you under certain circumstances. More details are given in the insurance section.

If we have to cancel: We aim for each group to have a minimum number of people to make running the holiday viable but we reserve the right to cancel a holiday for any reason. We will give two months notice in the unlikely event of us having to cancel a holiday (unless due to "force majeure" in which case we will inform you as soon as possible) and we will always offer a full refund or an alternative. Your decision about which option to accept must be made as soon as possible after we notify you.

Circumstances amounting to "force majeure" include any event which we could not even with all due care, foresee or forestal such as by way of example, but not limited to: war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions and all similar events.

Holiday information and kit lists

These are normally sent out about six weeks before the start of the holiday and will include a confirmation of your booking, a statement of amounts due to us, contact details for the holiday and holiday leader, and a recommended kit list. Should you not receive a copy of this, then please contact the holiday leader or booking secretary in the first instance.

We require you to complete and return to us a health and information form which asks the parent/guardian to confirm they have read and understood these terms and conditions and will update us on any more specific medical conditions which we should be aware of ahead of the holiday. If we have not received adequate information on any participant ahead of the commencement of the holiday, we will not be able to accept charge over the young person. In this instance, we will not refund any monies.

Unless otherwise specified, the cost of travel to and from the holiday venue is not included in the fee and parents/guardians are responsible for the travel arrangements.

Hazard

Skiing, walking and all mountain and water based activities and many of the other activities on offer on our holidays are potentially hazardous. We endeavour to minimize risks wherever possible and the participant can also help themselves by following all of the health and safety advice given in initial information and from the instructor during the holiday. Ultimately there are risks in these activities, which may be one of the things that draws people to them.

Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including death, injury, disease, loss or damage to property, inconvenience and discomfort. By making a booking you agree that the company is not liable for any death, injury, disease, loss or damage to property, inconvenience and discomfort or any other such losses except where we cannot disclaim by law such as through negligence.

Safety

The ratio of adult staff to participants on the holiday is usually 1:4. Mixed groups will have at least one adult of each gender. In activities such as sailing, canoeing, skiing and climbing, instruction is carried out under qualified supervision. The supervision may be our own leaders, or licensed leaders hired in for this purpose. Where licensed activities are provided by our own leaders, we perform a full risk assessment and license application and operate under the remit of the Adventurous Activities Licensing Service (AALS), a division of the Health and Safety Executive. Where we provide activities through a third party, we will perform appropriate due diligence which may include ensuring that they are registered with the AALS where appropriate.

All recommended safety equipment is always correctly worn such as buoyancy aids for watersports and helmets in Karting. Equipment is checked and maintained to a high standard.

Smoking by under 18s is not permitted on any of the holidays and no alcohol is permitted anywhere or at any time on the holiday. Where buildings are used on our holidays, they conform to the standards required by law. Tented camps have regularly serviced fire fighting equipment.

Health

We require you to inform us of any health problems the participant may be experiencing or any medication they are taking. In some instances this may invalidate the insurance cover in which case you must inform us at the time of booking and we would require you to take out your own travel insurance.

You need to be in good health and fit to undertake these holidays and not travelling against medical advice. Please inform the Holiday Leader if the participant contracts a contagious disease within 2 weeks of the holiday starting so they do not pass this onto others at the holiday venue.

Each holiday has a designated first aider with a current first aid certificate from one of the national organisations.

Menus are drawn up with regard to providing balanced meals with adequate quantities for people of different ages. If we are informed of special dietary requirements, we can normally cater for them.

Travel Insurance

A travel insurance policy is not provided for any of our holidays. We advise everyone to take out cover against personal accident, illness, cancellation or loss of kit.

Public Liability Insurance

West Runton Holidays hold public liability insurance suitable for the activities we undertake.

Passport for overseas holidays

You will require a full and valid UK passport for all overseas based holidays. Application forms are available from any Post Office. You must ensure this is valid in advance of the trip. Should you need to cancel due to an invalid passport, this falls within our normal scale of charges due and the amount may not be covered on insurance. Where your passport is found to be invalid, we reserve the right to leave the participant at the border to transport themselves home at their own expense.

For overseas holidays, the parent/guardian named on the booking is entirely responsible for ensuring that all participants have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have queries. We may pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

It is the participant's responsibility to check with their doctor at least two months prior to travel for the latest health requirements, recommendations for their destination and any costs.

Visas for overseas holidays

If the participant is not a UK citizen they will need to inquire from their embassy whether you need a visa for any of the countries we travel through. Please ask the booking secretary of the holiday if you need to know which countries this applies to. Where the participant does not obtain the appropriate

visas for the trip, we reserve the right to leave them at the border to transport them self home at their own expense.

Performance

A general indication is given for each holiday which includes the type and style of accommodation used, what is included in the price, passport and visa requirements, health formalities, itinerary and available activities. Changes in any of these items may be made at any time and we will notify you of any changes as soon as we are reasonably able to do so. Such indications should be taken as an idea of what is available, but we may not be able to offer everything when on the holiday, due to weather, instructor availability or for other reasons. The indication given for each holiday must be taken as an indication of what each group may accomplish and not as a contractual obligation on the part of the company. Changes in itinerary may be caused by local political conditions, cancellations, breakdown, weather, border restrictions, sickness or other unforeseeable circumstances.

If you are dissatisfied with any aspect of the holiday please speak to the holiday leader during the course of the holiday so we can deal with any problems. If you are still unhappy we would ask you write within 14 days of the completion of the holiday giving full details.

On an active holiday it is necessary that you follow the guidance of the leader, who represents the company. If the participant commits any illegal act when on holiday or if in the opinion of the holiday leader their behaviour is causing or likely to cause danger, distress or annoyance to others we may cancel their booking without liability on our part.

Our responsibility does not commence until the appointed time and location for the start point of the holiday and we shall not be responsible for any additional expenses incurred by the participant to meet up with the holiday.

Data Protection

Your details will be held on a secure and protected, computerised database in accordance with the GDPR,. Regarding our data protection policy and use of the website, see our **Data Privacy Policy** and Terms and Conditions.

Information

Any information or advice provided by the company on matters such as insurance, travel, permits, visas, EHIC, passport applications, climate and items required for the holiday is given in good faith but without responsibility on the part of the individual or company.

Photographs

Any likeness or image of the participant secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and on websites. Any documented feedback where the participant gives their name may be used by the company for similar purposes. If the participant does not want their likeness or name used in this connection, they must inform the Holiday Leader in writing before the holiday commences.

Equipment rental agreement

Where the participant uses our equipment, we may use the raw information of height, weight and shoe size supplied to us on booking to determine the appropriate equipment and setup. It is the parent/guardian's responsibility to ensure we have the latest information before the holiday commences. When supplying us your information and making a booking with a request to hire our equipment, you also adhere to the standard terms of hire which are as follows:

I understand that equipment cannot guarantee the users safety. I understand that wearing a helmet will help reduce the risk of some kinds of injuries to the user. I recognise that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I understand that many of the activities offered on West Runton Holidays involve inherent and other risks of injury and death. I voluntarily agree to assume all risks of injury or death to the participant that may result from activities or which relate in any way to the use of this equipment.

I agree to release and hold harmless the facility servicing this equipment, its employees, owners, affiliates, agents, officers, directors and equipment manufacturers & distributors and their successors in interest (collectively 'Providers') from all liability for injury, death, property loss and damage which results from the equipment users participation in the activities for which the equipment is provided, or which is related in any way to the use of the equipment. I further agree to defend and indemnify the providers for any loss or damage including any that results from claims or lawsuits for personal injury, death, property loss and damage in any way related to the use of this equipment. This agreement is governed by the law of England and Wales.

Recruitment of supervision leaders and team

West Runton Holidays operate a policy of recruiting volunteers using personal contact and invitation which is supported by a full application, references, certificate check and a Criminal Records Bureau Enhanced Disclosure check. We have systems in place to identify those who are unsuitable to work with young people and vulnerable adults so that it is made difficult for them to serve on our holidays where they may gain access to such people.

We operate a system of capturing events which occur on our holidays and logging these for future reference. We comply with the latest guidelines and processes in place and continually monitor changes and assess their implications on the organisation.

All our Team members undergo thorough training before the holiday which includes specific Child Protection training. The full child protection policy can be obtained by writing to the registered office.