

## **Terms and Conditions OF YMCA LAKESIDE ONLINE BOOKING SERVICE**

**By making an online booking you have agreed to the terms and conditions laid out below.**

### **WHO WE ARE**

- Bookings made through the [www.lakesideymca.co.uk](http://www.lakesideymca.co.uk) website will be delivered and administered by YMCA National Centre, Lakeside. We operate from YMCA National Centre, Lakeside, Ulverston, Cumbria, LA12 8BD.
- YMCA Lakeside (also referred to as the "Centre") is part of YMCA Fylde Coast YMCA a registered Charity No. 1074571.
- YMCA Fylde Coast registered office details are found below in this document.
- YMCA Fylde Coast is a member of the world wide movement of YMCA's
- For all enquiries regarding bookings and services available through this website please contact YMCA National Centre Lakeside, in the first instance. [lakesideenq@fyldecoastymca.org](mailto:lakesideenq@fyldecoastymca.org) and/or 01539 539000

### **PAYMENT**

- Full payment will be taken at the time of booking for all activities via major credit cards or debit cards supported by World Pay.
- The payment needs to be taken at the time of booking to validate the booking.
- Our prices for online bookings include VAT. "Day Camps" and "Above and Beyond" bookings include an annual £1 membership (Educational visits are currently exempt from VAT)
- While the Centre does its best to maintain prices quoted, we reserve the right to alter them without notice. Price changes will not affect a confirmed booking.
- Price will be confirmed at time of booking.

### **CANCELLATION OF BOOKING BY CUSTOMER AND REFUNDS**

- Customers should cancel their booking in writing, via email, phone or in person. Failure to attend without cancellation may forfeit any refund.
- Where you cancel your booking, we will limit your liability to us to payment of the costs we have incurred up to and including the date of cancellation but you acknowledge that, in order to ensure that your Visit runs smoothly and is appropriately resourced, the Centre needs to take certain steps considerably in advance of the date of the booking.
- In general refunds will be available as follows
  - 4 or more weeks before the commencement date of your booking 100% refund
  - Less than 4 weeks before the commencement date of your booking the refund is subject to deduction of any expenses incurred for your booking.
- The payment will be refunded direct to the credit or debit card through the YMCA Central Office. The customer will be required to provide the order reference number from the original booking confirmation email. Refunds will be co-ordinated by the YMCA Lakeside bookings team via [lakesideenq@fyldecoastymca.org](mailto:lakesideenq@fyldecoastymca.org).

### **CANCELLATION OF BOOKING BY CENTRE**

- YMCA reserves the right to refuse or cancel any booking without giving any reason, to refuse admission to the centre.
- YMCA can add to, change, withdraw or cancel activities from the centre without notice. This includes closing a centre or changes to its opening hours for safety reasons, maintenance or special events.
- Customers who book and pay online will be entitled to a full refund if the centre withdraws the activity. The payment will be refunded direct to the credit or debit card through the YMCA Central Office. The customer will be required to provide the order reference number from the original booking confirmation email. Refunds will be co-ordinated by the YMCA Lakeside bookings team via [lakesideenq@fyldecoastymca.org](mailto:lakesideenq@fyldecoastymca.org).
- The centre will not be liable for any other expenditure incurred or loss sustained by the customer arising from the booking online or cancellation.

### **DATA PROTECTION ACT**

- YMCA Fylde Coast is a data controller under the Data Protection Act 1998. We hold information for the purposes specified in our notification made to the information commissioner. We may get information about you from others, or we may give information to them. If we do, it will only be as the law permits. For more information about your rights under the Data Protection Act 1998 please visit Information Commissioner's Office website
- The personal information requested at the time of booking and on subsequent forms relating to our Terms

and Conditions is held on computer and required to allow our employees, agents, sub-contractors and suppliers to provide the Activities to our normal high standards. By providing us with the information required for the booking you are deemed to accept the above and to have gained consent from all members of your party to disclose their details to us.

- At the time of booking, you will be asked if you wish to receive further mailings from the YMCA National Centre Lakeside, Fylde Coast YMCA and/or carefully selected third parties. If you do not wish to receive these mailings, please tick the box on the Booking Form. If you wish to change your status please contact us at YMCA National Centre, Lakeside. Newby Bridge, Ulverston, Cumbria, LA12 8BD. Please refer to our website at [www.lakesideymca.co.uk](http://www.lakesideymca.co.uk) for details of our privacy policy.

### **YOUR COMMENTS, SUGGESTIONS AND COMPLAINTS**

YMCA Fylde Coast and our partners are committed to meeting the highest standards of customer service throughout our facilities and programmes. In order to continually improve our services we welcome your feedback. Should you wish to provide any comments, compliments, suggestions or complaints please use our online contact form or alternatively our online feedback system. You can find all our company registration details below.

### **COMPANY REGISTRATION DETAILS**

**Registration Name**

Fylde Coast YMCA

**Place of Registration**

Companies House, Cardiff

**Registered Office Address**

Unit 2, Olympic Court  
Boardmans Way  
Whitehill Business Park  
Blackpool  
FY4 5GU

**Principal Address**

Poulton Community Centre  
Parrys Way  
Breck Road  
Poulton-le-Fylde  
Lancashire  
FY6 7PU

**Registered Number**

3685477

**Contact Telephone**

YMCA Lakeside 01539539000  
YMCA Fylde Coast (head office) 01253895115

**Contact Email**

[lakesideeng@fyldecoastymca.org](mailto:lakesideeng@fyldecoastymca.org)  
[enquiries@fyldecoastymca.org](mailto:enquiries@fyldecoastymca.org) (head office)

### **OUR RESPONSIBILITY**

- YMCA Lakeside accepts responsibility for those elements of your Visit which are under our direct control, and for the actions and/or omissions of our employees, suppliers and sub-contractors, who are suitably qualified to carry out the services and will do so with reasonable care and skill.
- If either of us fails to comply with these conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these conditions.
- We shall not be liable in respect of any loss of profits, damage to goodwill, or any type of special, indirect or consequential loss, even where it was reasonably foreseeable, or we have been advised of the possibility of you incurring the same subject to the above.
- This clause does not seek to exclude or limit in any way our liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation; or
- any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods & Services Act 1982; or
- losses for which it is prohibited by Section 7 of the Consumer Protection Act 1987 to limit liability.

#### **EVENTS OUTSIDE OUR CONTROL**

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these conditions which is caused by events outside our reasonable control (a “force majeure event”).
- A force majeure event includes any act, event, non-occurrence, omission or accident beyond our reasonable control including (but not limited to);
  - fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - impossibility of the use of any means of public or private transport; or
  - impossibility of the use of public or private telecommunications networks.
- Our obligations under these conditions will be suspended for the period that a force majeure event continues. We will take reasonable steps to bring the force majeure event to a close, or to find a solution by which our obligations under these conditions can be performed despite the force majeure event.

#### **INSURANCE**

The Centre holds a Public Liability insurance policy with a single claim limit of £10 million.

#### **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 an Outdoor Centre is not the place to bring computers, mobile phones, personal music devices, expensive watches, jewellery or any precious items which may not be covered by the Centre’s insurance.

#### **YOUR RESPONSIBILITIES**

- It is your responsibility to provide us, in sufficient time, with any information and instructions relating to the Activities that is or are necessary to enable us to provide the Activities in accordance with these conditions. In particular, you must fully advise the Centre of any disabilities or social or behavioural problems that a member of the party or individual currently has, or has recently experienced, which might affect them or other guests (including those who are not members of your party) during your visit.
- We will be pleased to advise you whether we have the staff and facilities to provide an appropriate programme in these circumstances, with particular reference to such considerations as access, successful participation and health and safety.
- It is your responsibility to advise the Centre of any specific dietary or other requirements of any member of your party. We can only be liable for the provision of special requests where we have confirmed their availability in writing.
- We reserve the right to exclude any person after the Visit commences if his/her behaviour is not in accordance with our Drugs and Alcohol Policy or is incompatible with the general enjoyment and well being of others. Unacceptable behaviour will be dealt with in accordance with our Behavioural Management Policy. In the event that we need to consider taking such action we will discuss it with you in an attempt to resolve the issues but you agree that our decision in this respect is final. It is your responsibility to meet any repatriation costs incurred together with any additional costs incurred at the Centre. Copies of our policies are available to be downloaded from our website at [www.lakesideymca.co.uk](http://www.lakesideymca.co.uk) or on request.

#### **PHOTOGRAPHY**

- We regularly take photographs and videos for promotional and training purposes. If you do not want any member of your group to appear in these, you must inform us in advance of the date of your visit and inform YMCA National Centre Lakeside staff on arrival at the Centre.

#### **EQUAL OPPORTUNITIES STATEMENT**

- All young people and adults attending the Centre are expected to conduct themselves to provide an atmosphere free from discrimination (including (but not limited to) on grounds of race, educational attainment or wealth) and harassment (whether physical or verbal). Anyone behaving in a way that contravenes this expectation will be challenged appropriately, and we reserve the right to exclude them from any Activities planned for the remainder of the Visit.

#### **LEGAL JURISDICTION**

- The contract between us is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the courts of England and Wales.

## **SECTION 2: TERMS AND CONDITIONS FOR RESIDENTIAL VISITS**

### **ARRIVAL**

- Please ensure you check in with us on arrival. Your Course Director will meet you and ensure that you and your group are checked in correctly, including your accommodation, emergency procedures, fire lists, medical forms, and so on.
- Room keys will be issued as 1 per room. Un-returned room keys will incur a replacement charge (Nov 2014 - currently £15 per key). If not paid before leaving, you will be invoiced.

### **DEPARTURE**

- Please vacate your room and return your key to reception by **09.30am** on the morning of your departure. Please ensure that the room is left in a suitable state for the cleaning staff. If the receptionist is not available, please call the emergency contact on extension 150. (From reception or dining room entrance)

### **OTHER VISITORS**

- The Centre's primary aim is to meet the needs of young people regardless of their gender, race, ability or faith. We reach out to young people, schools, families and the wider community by providing high quality outdoor experiential programmes that allow people to grow in 'mind, body and spirit'. We are required by policy to make all guests aware that the centre has children and young people on site and to respect their presence and privacy.
- We expect all guests to act in a suitable manner whilst sharing the site and often accommodation with others. We will deal with any display of inappropriate or antisocial behaviour in accordance with our Behaviour Management Policy; guests who do not respond may be excluded from the Centre with no refund given. We ask that all guests respect the presence of other guests on site and keep noise levels to a minimum, especially during the early morning and evening times.

### **BEHAVIOUR AT THE CENTRE**

- You must not use any Centre equipment or activities unless supervised by a member of our staff at an organised event forming part of your Visit. There are notices around the Centre reminding you of this regulation.
- The Centre accepts responsibility for those elements of your Visit which are under our direct control. Where you do not comply with our instructions concerning use of Centre equipment and/or activities we may ask you to leave the Centre even if your Visit is not complete. In these situations, we will not be responsible for any loss or injury caused to you as a result of the misuse of our facilities or equipment.
- If you cause loss or damage to our equipment (including, but not limited to, fire extinguishers and vending machines) we may charge you for their repair or replacement.
- This clause does not seek to exclude or limit in any way our liability for death or personal injury caused by our negligence.

### **FIRE SAFETY**

- Fire procedures are displayed within your accommodation. If the fire alarm sounds during your stay please make your way to the assembly point, which is in the staff car park.

### **PHOTOGRAPHY**

- Photography of the beautiful surroundings and scenery are permitted, however, our Safeguarding Children and Young People Policy requires us to ask you to ensure that no children or young people on activities or on site with groups, outside your own, are included.

### **ALCOHOL AND DRUGS**

- YMCA Lakeside primarily provides Outdoor Education courses for children and young people. In trying to provide a positive role model, we require that all alcohol is consumed only in the licensed bar, in your own room or by prior arrangement with the centre.

- The use of controlled drugs including so called “legal highs” other than as prescribed by a doctor is not permitted.
- We do not tolerate breaches of our drug and alcohol policy; anyone who does not comply may be asked to leave the centre. No refunds are available in this event.
- Any participant found using or possessing alcohol, outside of the policy above, or any controlled drug may be reported to the Police

### **SMOKING**

- The Centre operates a general non-smoking policy on site and this includes electronic cigarettes. There are however, designated smoking areas located on site. Please ask on arrival for details.
- Copies of all the policies in operation at the Centre are available on request.

### **SECTION 3: RESPONSIBILITIES AND SAFETY SYSTEMS AT THE CENTRE**

- The safety of visitors to the Centre is of the utmost importance. The responsibility for ensuring that young people have a safe and enjoyable time at the Centre is held jointly between Centre staff and the Parents/responsible adults of the booked family/group.
- The purpose of this section of the Terms and Conditions is to set out the areas of responsibility and to ensure that there is a clear understanding of your responsibilities and duties involved in caring for your Group on its visit to the Centre.
- **These safety regulations form an important part of our agreement with you. Please ensure that all Parents/responsible adults have read and understood them before the date of your visit.**

#### **PARENT’S/RESPONSIBLE ADULT’S RESPONSIBILITIES**

- Be responsible for collecting medical and next of kin details from all participants. This information is used by Centre Staff to effectively manage the safe provision of activities and the safety of participants.
- Be responsible for any medication brought or needed by a participant.
- Become familiar with the layout of the Centre, and the systems for obtaining help. A map of the Centre is in your Booking Pack. The 24/7 emergency number is 07884498676
- Notify Centre staff immediately of any accident, illness or injury requiring our support.
- Assist in preparing participants for activity sessions, and be present on sessions as directed by the Centre’s group tutor allocated to your Group.
- Follow instructions given by Centre staff during sessions and, most importantly, in the event of an accident or emergency.
- Be responsible for participants during all non-session times.
  - This might include the ability to drive for an emergency (doctor, hospital) as the Centre does not provide emergency transport.
  - In particular do not use any equipment without permission or supervision from Centre staff.

#### **CENTRE STAFF RESPONSIBILITIES**

##### **Senior Management**

Senior Management has overall responsibility for the safe running of the Centre through the safety systems and staff training. They have the last word on safety issues, following advice from the Health and Safety Officers. They are also responsible for the implementation of Health and Safety at Work policies.

##### **Health and Safety Officers (includes Chief Instructor and Technical Advisors)**

HSO’s are responsible for risk assessment and safe operating procedures of the Centres activities and facilities. They advise on the design of safety policies, deliver staff training to ensure staff competence. They liaise with Technical Advisors according to the recommendations of the Adventurous Activities Licensing Service, National Governing Bodies and Adventure Mark as appropriate.

##### **Emergency Contact**

These people provide emergency duty cover for the full 24 hours, whenever clients are booked in. They coordinate emergency procedures and escalate issues to senior managers as required in the event of incident or accident.

This role is covered by two staff. One is on site between 08:30 and 17:30. The other is on duty between 17:30 and 23:00, and on call until 08:30. You will be shown how to access The Emergency Contact on arrival.

### **Session Instructor**

- The Lead Instructor on every activity session, supported by Technician(s) (as applicable) is responsible for the safety of participants.
- All participants **MUST** follow all safety instructions given by the Instructor and Technician. The instructor has the authority to, and will change or cancel the session if, for any reason (e.g. weather, lack of proper clothing, inappropriate behaviour), the safety of themselves or participants is compromised.
- During sessions Centre staff are responsible for the participants but may ask you to support them, especially with regard to disciplinary issues.

### **Course Director**

- This instructor acts to coordinate all the staff working on your programme, especially when there are multiple activity groups. They will be in regular contact with you to ensure the day to day success of your programme.

### **NON-SESSION TIME**

- Outside session time responsibility for the participants reverts to you and other members of your family/group.
- At any time Centre staff will, if necessary, intervene to preserve the safety of staff and visitors alike. You must follow their instructions at all times and parents/responsible adults must gain the compliance of your family/group.

### **COURSE SPECIFIC INFORMATION**

- You will be provided with information specific to your Visit, the Programme (Activity Schedule) and the name of your Course Director allocated to your Group nearer the time of your Visit.
- **Please ask if there is any aspect of this information which you do not understand. Safety at the Centre is our primary concern.**
- **Copies of all the policies in operation at the Centre are available on request.**