

The Roseland Centre Terms & Conditions

1. Permissions and Informed Choice.

The Roseland Centre, (TRC), charity endeavours to be as professional and customer focused as practicable, but participants and visitors should be aware that they could be engaging in activities where there are risks. Risk assessments and staff/volunteer training is continually reviewed to minimise these risks. TRC requires all parents, carers and guardians to give permission for their children or children for which they have parental responsibilities for, to take part in all programmes and accept the Acceptance of Risk Statement, (AOR), within the current version of TRC Parental Guardian Acceptance of Risk Form.

1.1. Group Bookings.

1.1.1. Group leaders are responsible for gaining permission for children under 18 years old and collating initial TRC Booking Form then all TRC Participation Forms, the TRC Group Registration Form and all TRC Parental Guardian Acceptance of Risk Forms where applicable prior to taking part in any experience provided by TRC.

1.1.2. Activities cannot start until we have received and reviewed any medical details/needs that require consideration/alterations made to the booking in respect of, etc.

1.1.3. The group leader will also complete, check and sign the appropriate section on the TRC Group Register to state they have informed all participants of the risks associated with their activities. The TRC AOR statement is the premise in which this information should be communicated.

1.1.5. The TRC AOR statement is located at the end of this document and within the current version of TRC Parental Guardian Acceptance of Risk Form as standard.

1.2. Losses or Damage.

1.2.1. TRC cannot be held responsible for any loss or damage to personal property or personal injury howsoever caused, (please see 6.2 for additional detail). It is strongly recommended that groups or individuals take out adequate insurance cover to protect against such cases if required.

2. Bookings.

2.1. Quotes.

2.1.1. Quotes are valid for 30 days on issue, unless the group making the booking adjusts any activity/experience additions or final numbers.

2.1.2. Following 30 days we cannot guarantee prices or availability will remain the same.

2.1.3. Reservations will be held for 30 days. Any reservations not followed up with contact to TRC Management Team after 30 days will be resold to another group looking to confirm.

2.2. Confirmations.

2.2.1. All bookings are considered and referred to as “confirmed” once 25% deposit or full payment is received and a TRC Booking Form, is completed and received.

2.2.2. This T&C’s document can be found on TRC’s website “Useful Document’s” page, (TBC 2025).

2.2.3. During early contact with the client via email, a TRC Group Welcome Pack, TRC T&C’s, TRC Privacy Policy and the current Product Costings document will be attached amongst other documents.

2.2.4. We reserve the right to charge interest on late payments.

2.3. Payments.

2.3.1. Deposit payments, which are set at 25% of total booking cost, are required to confirm bookings. No booking is considered confirmed until a deposit or full payment have been received.

2.3.2. Any payments whether 25% deposit, balance or full, must be paid 10 days after the issue of an invoice.

2.3.3. Delayed or late payment of the deposit invoice may result in the dates/activity/hire availability being sold to another party, (please see 2.3.6 Late Payments).

2.3.4. Changes in bookings that result in a decrease to the final cost, (i.e. drop in numbers, removing activities from a programme, etc.) will:

2.3.4.1. Have 100% of the adjusted cost deducted if changes are made in writing/email more than 30 days prior to visit.

2.3.4.2. Have 50% of the "adjusted cost" deducted from the final balance by TRC if agreed in writing/email less than 30 days prior to visit.

2.3.4.3. Not be facilitated and will not have the price altered if communicated less than 15 days prior to your visit.

2.3.5. Change in bookings resulting with an increase in costs can be accommodated if communicated in writing and agreement is made. All changes within a 30-day period prior to your bookings to this effect will be invoiced post event.

2.3.6. Late Payments:

2.3.6.1. We reserve the right to add additional charges, interest payments, or cancel the hire/booking with our discretion for any outstanding balances that are unpaid for more than 10 days after an invoice has been issued.

2.3.7. Additional Charges.

2.3.7.1. TRC will make additional charges to recoup losses from action or inaction from its visitors. These include but are not limited to:

2.3.7.1.1. Damages to site equipment, bunks, all Centre facilities, buildings or internal/external fixtures, educational/activity resources, external classrooms/tents.

2.4. Cancellations.

2.4.1 TRC reserves the right to cancel or alter any activity where this becomes necessary due to circumstances beyond our control. In the unlikely event of cancellation, an alternative session or date will be offered, or a credit note/correspondence made. We will endeavour to give a least one week's notice, but this may not always be possible.

2.4.2. In case of cancellation by customer/client the following applies:

2.4.2.1. Under 60 days from your booked course/activity/event starts, loss of 25% deposit.

2.4.2.2. 30-20 days before course/activity/event starts, loss of 50% full payment fee.

2.4.2.3. Less than 20 days before course/activity/event starts, loss of full payment.

2.5 Force Majeure.

2.5.1 The term "force majeure" – the literal meaning of which is "superior force", such as extreme weather disruption, closures because of political emergency reasons, health or environmental

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warnings or natural disasters, (this list is not exhaustive and ultimately refers to any "event or circumstances beyond the reasonable control" of TRC).

2.5.2 Operative provisions, cancellations and refunds.

Impact of the force majeure event.

If there is an event which falls within the relevant definition of force majeure, TRC will generally be required to show that:

- TRC and its staff were prevented, hindered or delayed from performing its contractual obligations as result of the event.
- The event/inability to perform was beyond its control.
- There were no reasonable steps TRC, and its staff could have taken to avoid the event or the consequences.

2.5.3 Any cancellations that occur, due to the above impacts, could happen at any time through the planning, booking or delivery process of any product or service at TRC. TRC and its staff will not be held responsible, if the event falls within the relevant definition of force majeure.

2.5.4 No refunds will be given unless TRC and its staff justifiably fall short of 2.5.2 Operative provisions.

2.5.5 All groups and individuals, booking TRC products, hire or facilities, must plan adequately ahead and consider creating any alterations, upgrades or changes to travel, personal equipment, externally booked activities and personal safety if a "superior force" is noted by either themselves or TRC staff in correspondence. Communication between a group or individual must be kept consistent during these alternations, as much as practicable.

2.6. Insurance.

2.6.1. We strongly advise that group and individuals have in place adequate insurance to protect against cancelled bookings, loss, damage or injury.

3. Group Behaviour.

3.1. TRC staff reserve the right to remove participants from a TRC activity experience where their behaviour is consistently unacceptable, damaging, discriminative or knowingly unsafe.

3.2. Group leader/s must be in attendance on all offsite group sessions.

3.3. Group leaders are responsible for maintaining overall behavioural control whilst groups are visiting/residing at our Centre/venues.

3.4. If participant/s are asked to remove themselves from an activity/session the group leaders must supervise them suitably.

3.5 Whilst residing at TRC for a night's stay, the TRC Hire & Residential Customer Welcome Pack and additional T&Cs must be the groups/participants guidance regarding behaviour, noise levels into the evening/nighttime, conduct around the neighbouring community, parking outside of the Centre and curfew/lights out time. This document is emailed to all confirmed hire/residential bookings.

3.6 If a groups consistent noise and anti-social behaviour is reported to TRC staff and cannot be mitigated and resolved amicably at the time of reporting then the groups booking may be terminated at the discretion of TRC management. Furthermore, TRC management reserve the right to involve the police if any situation becomes too unsavoury, unsafe or unmanageable to resolve.

3.6. Damages.

3.6.1. All damages to the Centre and its walled site/boundary, its outdoor and indoor activity equipment, accommodation or any other facilities caused by misuse, aggressive or antisocial behaviour or neglect may be chargeable post visit.

3.6.2. All damages must be reported to the Centre Manager/Deputy Centre Manager as soon as possible during the visit.

3.6.3. Any damages discovered on arrival should be reported to avoid wrongful charges, (these should have previously been discovered and logged during the TRC Maintenance and Housekeeping checks or pre-group/group “induction walk arounds” and logged, etc.

4. Group Responsibilities.

4.1. Correct clothing and footwear must be considered as per the kit list. TRC has limited spares.

4.2. Safeguarding.

4.2.1 Children, young people and adults must wear appropriate clothing for all activities. For paddles sports and beach activities, as a minimum, participants need to wear shorts and t-shirt or rash vest. Wetsuits are also acceptable. No-one will be able to take part in a water activity without the above. TRC operates a “cover up” policy which can be discussed during the booking stage.

4.3. Access to equipment and activity areas is prohibited out of activity time unless agreed with TRC Management Team, (CM/DCM), as a booked or self-led evening activity.

4.4. Medical Information.

4.4.1. Administration of medication is not a task that TRC staff are necessarily qualified to do. In exceptional circumstances and in conjunction with parents’ consent and medical professionals, TRC staff can support emergency situations as and when instructed. For full breakdown please consult our medication risk assessment/flow chart in our current Normal Operating Procedures.

4.4.2. Any medical conditions, disability or social and emotional needs must be stated within the TRC Participation Form. If you are unsure about a participant’s fitness and ability to take part in any activity or experience, then the participants personal doctor’s advice should be taken.

4.4.3. We must be made aware of any medication being currently taken.

4.4.4. If a child needs to take prescribed drugs/medication during a course/session, we must receive a written request unless administered by the group leader/s.

4.4.5. We will not prevent anyone from taking part in an activity unless we believe it endangers themselves or others.

4.4.6. Group leaders are responsible for ensuring that medication required during a visit is present and ready to be used.

4.5. Group Leaders, Group Volunteers and Group Non-Participating Adults, (NPA).

4.5.1. X4 Groups Leaders/Teachers, on residentials only, have the offer of free breakfast and evening meal catering for their stay.

4.5.2. Where possible TRC will honour an extra X1 Volunteer/NPA with the above 4.5.1. but beyond this our normal catering charges will apply.

4.5.3. Volunteers/NPA’s must be included in the booking detail and TRC Participation Forms, TRC Group Registers, etc, at least 30 days prior to the arrival date.

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4.5.4. Where not disclosed in 4.5.3. at a minimum of 30 days before the booking commences, we will supply an invoice after your programme for the additional food and if necessary, accommodation provided.

4.5.5. Volunteers/NPA's will not be included in activities programme support/experiences unless there is space in respect of operational ratios in line with our current Normal Operating Procedures or any external contracted activity provider policies where applicable to the booking.

5. Food Allergies.

5.1. When catering is being provided by TRC, please indicate any special dietary needs at least 2 weeks before your arrival.

5.2. "May contain" statement – We are striving to become a NUT FREE CENTRE. Nuts are not used within menu items although some 'may contain' products may have traces of nut products present. We are unable to guarantee a 100% 'free from' menu/kitchen and are only guided by UK retail/consumer law.

5.3. High risk individual statement - We cannot guarantee that our kitchen/food preparation areas are fully, 100%, clinically nut free, a full allergens menu can be provided upon request and provision made for any high-risk individual identified in advance with the catering team. Please provide this important information, as a minimum, 30 days before arrival.

5.4. Non-disclosure statement - We will do our best to cater for people who do not disclose dietary requirements before their arrival, but we cannot guarantee this. In this situation, the group will be expected to supply suitable food if not disclosed in time.

5.5. Cross-contamination statement - While we have procedures for segregating food preparation within our catering service, we may involve shared preparation/cooking areas at times. All staff/volunteers involved in food preparation and cooking have completed a current Food & Hygiene L2/3 and within the TRC Management Team there will be x1 member of TRC staff that has Food & Hygiene L3. The competency of cooking/chef skills will be policed by TRC Management Staff and training provided where needed. In addition to this the level of quality and experience asked for when recruiting our catering staff is paramount and a high priority through the whole process.

6. TRC Responsibilities.

6.1. The Roseland Centre has public and products liability insurance of £5 million, as well as employer's liability of £10 million. Personal belongings are the participant's own responsibility, but TRC will provide secure storage space when needed. Aside to this we do not accept responsibility for loss or additional expenses due to sickness, weather, strikes or any other causes. Personal accident insurance is not included.

6.2. TRC, its activity leaders, Management Team, Centre staff, volunteers, Trustee's and Committee Members will not be liable for personal injury, death or loss or damage sustained by/to customers of TRC or to their property unless it is clear and proven to have ascended from the negligence of TRC and its Charity.

7. Photographs.

7.1. We may take photos of sessions/experiences and events for use on promotional material, social media platforms and marketing, please indicate on the TRC Participation Form or with Management Operations staff, if you consent to this or not.

8. Lost Property.

- 8.1. Lost property will be kept for a maximum of 30 days post departure.
- 8.2. Claiming lost property should be done by calling or emailing enquiries@theroselandcentre.org, and providing us the time, date and the group you were with, along with an accurate description of what was missing.
- 8.3. All items kept for more than 30 days and not claimed will be up-cycled into spare clothes for use with our clients at TRC, sent to a charity shop.

9. Environmental.

9.1. TRC is working hard to reduce its environmental impact, we ask all clients to:

- 9.1.1. Consider travel arrangements- using as fewer cars as possible.
- 9.1.2. Consider what single use goods/waste they purchase, consume and produce – removing plastic straws, single use bottles and drinking cartons from lunches, for 9.1.3, etc.
- 9.1.3. Sorting rubbish and food waste into TRC recycle bins provided.

10. GDPR.

10.1. For us to exercise our duty of care with regards to participant health and safety, we will require the following to be sent to TRC prior to arrival using our TRC Participation Forms:

- 10.1.1. Group numbers participating in activity, including group leaders/teachers/NPA's/volunteers.
- 10.1.2. Participants names.
- 10.1.3. Participants gender.
- 10.1.4. Participants age and date of birth.
- 10.1.5. Participants address.
- 10.1.6. Participants parents/guardians' details.
- 10.1.7. Participants doctor/surgery details, if known.
- 10.1.8. Any relevant/current medical information.
- 10.1.9. Any relevant medication requirements.
- 10.1.10. Any relevant disability or sensory needs that would require us to factor in reasonable adjustments and support to our practice and facilitation.
- 10.1.11. Participants ability in open water.
- 10.1.12. Fears, phobias, or any other detail deemed relevant.

10.2. All our information will be kept secure on our password protected SharePoint database system, (Commercial CRM database planned for 2024/25).

10.3. Any paper copy documentation issued will be held in main office and once scanned into our systems will be destroyed.

10.4. Whenever we collect or process your personal data, we'll only keep it for as long as necessary for the purpose which it was collected. At the end of that period your data will either be deleted or anonymised, for example by aggregation with other data – so it can be used in a non-identifiable way for statistical analysis or business planning.

| Data | Period |
|---|---|
| Analytics data. Anonymised web traffic data in Google analytics. | 50 months. |
| Query data. Name, email address, etc. | 3 years. |
| Lead booking data. Name, contact details, etc. | 3 years. |
| Adult's data. BOOKING/REGISTER/RISK ACCEPTANCE/INDUCTION/PARTICIPATION FORMS.* | 12 months after experience/visit. |
| Children's data. BOOKING/REGISTER/RISK ACCEPTANCE/INDUCTION/PARTICIPATION FORMS.* | 12 months after experience/visit. |
| Email correspondence. Name, contact details, other info as provided by group leader, etc. | 3 years. |
| Feedback/Testimonial Form post trip.* | 3 years. |
| Payment information. Credit/Debit card information | Not retained after payment is cleared and complete. |
| Complaints and issues raised.* | 3 years. |
| Incident data. Accident reports, near misses, witness statements, etc. | Adults – 5 years. |
| | Children – 18 years. |
| Insurance claims. Notification of claim, details of hearings. | Until claim is resolved or legally expires. |
| Cookies IP address. | See Cookie Policy, TBC. |

**Paper copies submitted are scanned, stored electronically and securely within TRC SharePoint and then shredded asap.*

10.6. The TRC Privacy Policy can made available upon request.

11. Complaints.

11.1. If satisfaction is not achieved a written complaint must be received within 14 days of the visit to TRC, (please see 4. COMPLAINTS, COMPLIMENTS & SUGGESTIONS in current version of TRC Policy Handbook for a full policy overview).

12. Acceptance of Risk Statement, (AOR).

12.1. TRC is a charity based, residential, outdoor-learning focused, Community Centre, situated in the heart of St Just-in-Roseland in an Area of Outstanding Natural Beauty on The Roseland Peninsula, Cornwall.

12.2. The Roseland Centre facilitates activities and experiences that involve an element of risk and dynamic outcome. It is our inherent belief that exposure to risk in a managed and controlled environment educates, develops and provides opportunity for enjoyment and growth and as such holds tremendous value to participants involved.

12.3. TRC Commitment:

We aim to manage the risk to an acceptable level through planning, training and quality standard monitoring. We will seek and listen to feedback from our users and external professionals. We reserve the right to alter plans should external factors such as the weather change the level of risk and safety. TRC will listen to the concerns of participants and will only encourage people to participate as far as they feel comfortable, (Challenge by Choice).

12.4. Parent/Guardian/Group Leader Commitment:

All participants that use TRC do so knowing that they enter a risk managed environment or have permission from someone who has parental responsibility to enter this environment and understand that taking part in activities may result in injuries. Participants agree to wilfully disclose information that may increase the risk level of the activity or would lead to a negative experience. Participants also agree to abide to instructions, safety notices and only access parts of the site or activity they have been given express permission to do so. Failure to abide by these may result in minor to major injury or even death.