





## TERMS AND CONDITIONS

The Active Learning Centres is a trading name of ALG Cognita Ltd. (<a href="www.cognita.com">www.cognita.com</a>) Company No: 06762201, registered in England and Wales. VAT No. 974107611

If you have any questions or queries about our terms and conditions, please call the relevant centre for your booking

The Towers ALC: Call: 01235 467307

Email: thetowers@activelearningcentres.co.uk

Sealyham ALC: Call: 01348 840307

Email sealyham@activelearningcentres.co.uk

### **BOOKINGS**

Through the process of payment you are agreeing to these terms and conditions.

References to the 'company', 'us' or 'we' will refer to ALG Cognita Ltd. All references to the customer shall mean the person or persons purchasing or agreeing to purchase services from the company. All references to the Website shall include reference to all URL's owned by ALG Cognita.

We take full payment upon booking. Once payment is received you will receive a confirmation email with details of the booking made, please check these details carefully and call within 7 days if you notice any discrepancies.

### **CANCELLATIONS**

If you or your child have to cancel the course (and we can not help you rearrange for another course in the same summer season), we will refund monies minus the 50% of the total cost if a cancellation is made up to 28 days before the course starts. If you cancel after 28 days unfortunately, we will not be able to refund any monies.

If ALG Cognita Ltd cancel any courses, due to unforeseen circumstances, we will give as much notice as possible, and will either transfer the monies onto another course or alternatively refund all monies.

## **MEDICAL AND DIETARY DISCLOSURES**

It is the participants (if under 18 the Parent or Guardian's) responsibility to inform us of any medical conditions and special educational needs or disabilities, and ensure that information filled in at the booking stage is accurate and complete, including all medical, physical, or behavioural conditions and/or dietary requirements.







We request that you contact us directly to discuss and really specific needs or requirements. We can then discuss how best to accommodate the needs of the participant, and consider whether any reasonable adjustments can be made to ensure they are able to fully participate and enjoy the activities on the course within the staffing ratios provided. The needs of each participant varies so decisions are made on a case-by-case basis and depend upon the level of support each individual may require.

We will review all medical and dietary disclosures prior to the course. If you have specified that there are medical or dietary requirements that need reviewing at the time of booking then your booking is not confirmed until we have reviewed and confirmed we are able to accept the participant with the disclosures made.

Upon booking you will receive an information pack, outlining all of the details of the course, including the code of conduct during the course. We ask all participants to read through this and ensure you are able to partake in all of the activities stated.

#### **INSURANCE & LIABILITY**

Our statement of fact regarding our insurance is summarised below:

**Public Liability:** GBP £25,000,000. Expiry Date: 30th November 2024. **Employers Liability:** GBP £25,000,000. Expiry Date: 30th November 2024.

### LIABILITY

Courses take place in the open countryside and are by their very nature not absolutely free from hazard.

ALG Cognita Ltd makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risk as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without ALG Cognita Ltd being at fault and accepts that to that extent he/she is taking part in a course run by ALG Cognita Ltd at his/her own risk. ALG Cognita Ltd only accepts liability for physical injury to a client that is shown to result from negligence on the part of ALG Cognita Ltd. The client acknowledges that other loss, damage and expense (including without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and the harm caused other than by negligence of ALG Cognita Ltd, however arising, is not the responsibility of ALG Cognita Ltd and ALG Cognita Ltd liability is hereby limited).

#### **POLICIES**

Full risk assessments are complete for each activity and site, if you would like to see a copy of our policies and procedures, including child protection documentation, please contact our customer service team directly.







### **STAFF**

All the team have a complete Enhanced DBS checked and are fully qualified to run the course. Our team have a wealth of experience working with all ages and abilities and are fully trained in running our multi activity courses.

## **PHOTOGRAPHS & VIDEOS**

If you do not wish for photographs to be used in any marketing materials, please let us know on the booking form, as our staff will take photographs of the course.

All information given on the website are correct at the current time but may be updated or changed due to varying circumstance.

### **ILLNESS AND FIRST AID**

The Active Learning Centres requires that all participants who are ill or infectious be kept home for the full duration of their ailment, and for 48 hours after the last symptom occurs. The ALC member of staff will only administer medication if it has been prescribed by a doctor or other health professional.

In the event of an accident, first aid will be administered to the participant in our care, and the emergency services will be called if necessary.

Essential prescribed medication including Adrenaline Auto-Injectors (e.g. EpiPen) and spare Asthma Inhalers must be made aware to the course leaders and The Towers staff.

# **PARTICIPANT EXCLUSION**

Active Learning Centres has a responsibility for ensuring the well-being and safety of all participants in our care and have approved procedures for managing behaviour. The company follows a zero tolerance policy on discrimination, bullying and persistent poor behaviour of any kind, irrespective of any special needs. On rare occasions, and in more serious cases, we reserve the right to ask the participant to leave or if under 18 for their parents to remove them from the course.

No refund will be made for any remaining days booked, and any costs associated with the exclusion will be the participant (or if under 18 parents') responsibility. We reserve the right to exclude a participant at any time prior to or during a session due to illness. The participant would be expected to arrange to be collect.

Please see our code of conduct within the information pack for more details on what behaviours would mean exclusion from the course.







# **LATE ARRIVAL OR PICK-UP**

All participants MUST arrive at Midday on day 1 and must leave by 3pm on day 5 (unless timings are otherwise specified at time of booking).

### PROGRAMME AND ACTIVITIES

Activity programmes remain open, each morning the decision is made based on conditions, weather, group abilities and needs. We reserve the right to change activities at any time in the event of unsuitable weather or individual/group behaviour.

In exceptional circumstances we may have to cancel the course, and in this event, we will try to give those booked onto the programme at least 14 days' notice and will offer a suitable alternative if one is available, or refund all monies paid for the dates cancelled, if preferred.

### ACCEPTANCE OF RISK

I understand that the activities within the programme are adventurous and by their nature, and the environment in which they take place, carry an inherent amount of risk. This includes the risk of personal injury or death. Such activities may include, but are not limited to:

**The Towers ALC:** Gorge Scrambling, Coasteering, Climbing, Canoeing, Mine exploration, Mountain walking or Scrambling.

**Sealyham ALC:** Coasteering, Surfing, Canoeing & Kayaking, Paddleboarding, Climbing & Abseiling, Archery, Bushcraft, Ropes Courses

The centre may change the programme of activities due to weather and other safety considerations without notifying me.

I understand that participants will not be supervised by our staff at all times during the residential as participants must, at times, be self-reliant and unaccompanied.

The responsibility to follow the standards of behaviour and safety instructions explained by the leaders is that of each participant on the course. If the participant does not follow the reasonable instructions of the instructors at all times, is a cause of danger to themselves or others, then they may be asked to leave the activity/course early.

#### PERSONAL PROPERTY

All participants personal property is their own responsibility and ALC is not liable for any lost or damaged property during the course. If you believe that the participant has left an item at one of our Active Learning Centres, please contact the customer services who will do their best to assist you. Unclaimed lost property will be taken back to Head Office and then donated to charity.

# **MOBILE PHONES AND ELECTRONIC DEVICES**

All mobile phones and electrical devices must not be present at meal times or during session time. Devices can be used during social time. Please see code of conduct for further details.







### FEEDBACK / COMPLAINTS

If you have concerns or suggestions, please tell us; we value your feedback and use it to develop and improve our services.

If you have a concern regarding the course, this should initially be raised with ALC centre staff. If you are unable to resolve the issue, then the relevant Brand Manager at Head Office will be advised, and will attempt to resolve the issue to your satisfaction.

### **SAFEGUARDING**

The Active Learning Centres has legal obligations in relation to safeguarding and any suggestion of child abuse or neglect will be investigated and reported to the relevant local authorities and agencies.

### **POLICIES AND PROCEDURES**

For our full policies and procedures document, please email our customer services team at thetowers@activelearningcentres.co.uk

### DATA PROTECTION

ALG Cognita Ltd is registered as a Data Controller under the Data Protection Act 1998 (GDPR from 25th May 2018). To process your booking, we need to collect personal details about you and/or your child. We will treat it as confidential and keep it secure, complying with all relevant UK legislation. We would also like to use some of your details to tell you about our products and services, and those of our parent/sister organisations and will ask for your consent during the registration / booking process. You may unsubscribe at any time.