

Terms and Conditions - Beacon Hill Big Bash 2021

The following Terms and Conditions apply to all bookings made for the Beacon Hill Big Bash and by making a booking you are agreeing to and accepting the following

I. DEFINTIONS

"Big Bash" – is the event run by Horsham Scouts, named Beacon Hill Big Bash, for Scouts and Explorers in the Scouting movement. (May also be referred to as 'Event', 'the Event') "Horsham District Scout Council" – is the registered charity, who belongs to the Scout Association and is responsible for the event. (May also be referred to as 'Horsham Scouts',

'Horsham District Scouts')

"Beacon Hill Scout Campsite" – is the location where the event is taking place. (May also be referred to as 'Beacon Hill', 'Beacon Hill Campsite', 'the Site', 'the Campsite')

"Activities" – Means those Scouting Activities taking place as part of the Big Bash events programme.

"Event Management Team" – is the team of volunteers who are running and overseeing all aspects of the event. Members include, but are not limited to, the Event Director, Deputy Event Director, Operations Manager, Finance Manager and Health & Safety Officer.

"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.

BOOKING PROCEDURE

2.1 Charges and Payments

- a) When a booking is made, in the first instance, it is regarded as a provisional booking until we send you the Confirmation of Booking email. Please note, a booking will only be deemed as fully confirmed once the payment received has been cleared. Full payment is due directly after completing the booking process.
- b) Payments must be made on the website when purchasing a ticket.
- c) Tickets are sold subject to the Event Management Team'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

2.2 General booking information

- a) All bookings are subject to the Policy Organisation and Rules of The Scout Association (POR) which can be viewed here.
- b) Horsham District Scouts 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 these terms and conditions or POR.
- e) It is the responsibility of the Ticket User to check whether the Event has been cancelled and the date and time of any rearranged Event. If the Event is cancelled or rescheduled, we will use reasonable endeavours to notify Ticket Users of the cancellation. Horsham District Scouts 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 and our social media accounts before attending the Event.
- f) Whilst every effort is made to honour your booking as it was at time of confirmation, Horsham Scouts reserves the right to make changes where necessary.
- g) The Event Management Team reserves the right to refuse admission should there be any breach of the <u>POR</u> or of these Conditions.

2.3 Changes and cancellations

- a) There is no obligation for Horsham Scouts to provide refunds. Refunds will be considered at the sole discretion of Horsham District Scout Council 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.
- b) In the highly unlikely event that Horsham Scouts have to cancel the Big Bash due to any cause outside of our control, participants monies will be last in line for repayments. This is due to the legal responsibility Horsham Scouts have to pay contractors and suppliers. (Organisers are closely monitoring the situation with regards to the Coronavirus, and following guidance from The Scouts and Public Heath England.)

3. TERMS OF USE

3.1 Use of Site Facilities and Services

- a) On arrival the Ticket User must check in at 'Event Check-in' as soon as possible.
- b) Groups visiting the Site agree to abide by Beacon Hill's Campsite Rules and The Scout Association's Child Protection policy. Copies of this information is available here. It is the Ticket User's obligation to ensure this is read and understood prior to arrival by all members of their party.
- c) Use of the Site and facilities is subject to your agreement to follow the <u>Campsite Rules</u> which includes taking all reasonable steps to minimise disturbance to other guests. It is the Ticket User's responsibility to ensure that all members of their groups have been informed and understood the <u>Campsite Rules</u>.
- d) All groups visiting Beacon Hill Scout Campsite agree 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, or injury or bring Horsham Scouts into disrepute shall enable the Event Management Team to request you leave the Event.
- e) Horsham Scouts reserves the right to charge Ticket Users for any damage caused to buildings and/or equipment caused by members of your group during your stay.
- f) Horsham Scouts reserves the right to charge a cleaning fee if a Ticket User leaves any area in an unreasonable state of cleanliness.



- g) 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.
- h) All adults/young people working for or on behalf of Horsham Scouts, whether employee, contractor or volunteer are members of the Big Bash Staff Team.
- i) Fireworks and amplified sound equipment are prohibited on site at the Event without the permission of the Event Management Team.

3.2 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. Big Bash staff only provide instruction during Activities and must not be relied upon for the supervision of young people. It is both the Booking Purchaser and Ticket User's responsibility to be aware and inform other adults in their group of these requirements.

3.3 Property

- a) The Event Management Team and Horsham District Scouts do not accept responsibility for the personal property of Event attendees. Any items deposited with us or left unattended on the premises are done so at the owner's risk and without any liability on the part of the Big Bash Staff Team or Horsham Scouts.
- b) Vehicles, and their contents, left in our on-site or off-site car park are done so solely at the owner's risk. It is recommended, where appropriate, that locks and clamps are used and all insurance is fully up to date.

3.4 Vehicles on site

- a) All vehicles must display the vehicle permits provided by the Big Bash Staff Team at all times
- b) Where vehicles are causing an obstruction or are incorrectly parked, Horsham Scouts 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.
- c) Where unreasonable damage is caused to the Site (including fields) by vehicles, Horsham Scouts reserves the right to charge the vehicle owner or driver for such damage.
- d) All vehicles should abide by the 5mph maximum speed limit on Site. Any dangerous driving while on Site will not be tolerated.

3.5 Duration of stay

- a) The duration of stay is dependent on the individual booking of the event. The duration of stay is confirmed in the Confirmation of Booking email.
- b) Arrival and departure dates/times are shown in Information packs which will be made available approximately 4-6 weeks prior to the Event.
- 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.

3.6 Promotional and Marketing

a) At certain times Horsham Scouts commission professional photographers and videographers to take pictures/videos at the Event 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, as members of the Scout or Guide Associations, for promotional purposes and that by purchasing a ticket to attend the Event they are agreeing to this.

3.7 Force Majeure

a) Horsham District Scout Council shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Horsham Scouts 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.

3.8 Insurance and Liability

- a) Horsham Scouts has legal liability insurance to cover its potential liabilities to visitors to Beacon Hill Scout Campsite attendees at the Event and for participants in Activities.
- b) Users of Beacon Hill should consider whether they wish to obtain other insurances, such as cancellation, personal property or personal accident insurance.
- c) Insurance cover can be found on **Unity's website**.

3.9 Complaints

- a) Where you have a complaint about a service or facility provided by Horsham Scouts you should contact the Deputy Event Director in the first instance to discuss your concerns, using the email address bigbash@horshamscouts.com.
- b) Failing a resolution from the above, formal complaints should be sent in writing to the Chair of Horsham District Scout Council at the email address chair@horshamscouts.com, who will acknowledge receipt of the complaint. The response will include details of any next steps and/or any actions we intend to take.

Copies of these Terms and Conditions can be found on our website www.bigbash2020.org

Last Updated: July 2020