Woodsworth Exploring Ltd - Terms and Conditions

1. Definitions
   - 1.1 Any reference to ‘us’, ‘we’ or ‘our’ includes Woodsworth Exploring Ltd, its directors, staff and volunteers.
   - 1.2 Any reference to ‘you’, ‘your’, ‘party’ or ‘group’ includes the person making the booking and anyone attending as part of that booking, even if the booking person is not attending.
   - 1.3 Any reference to ‘third party’ or ‘other site user’ includes anyone on site that is not part of your group.
   - 1.4 Any reference to ‘everyone’ means anyone included in paragraphs 1.1, 1.2, or 1.3
   - 1.5 ‘our neighbours’ means anyone that is affected by activity on Branshaw Plantation.
   - 1.6 ‘Site’ refers to the 10.5acres known as Branshaw Plantation on Slaymaker Lane in Oakworth.
   - 1.7 ‘Pitch’ refers to a group of up to 8 people staying in a designated spot in Branshaw Plantation. There could be multiple pitches in one group.
   - 1.8 ‘Harm’ is to damage or disturb something or someone.
   - 1.9 ‘Trace’ is evidence that you have been in an area.
   - 1.10 ‘re-arranged’ – This is either a change of dates or a substantial change to the booking details, for example reducing from 2 to 1 pitch, removing half of the attendees, or removing half of the cars booked.

2. General Agreement

   - 2.1 We’re here to help you enjoy your time with us and connect with nature. We also have a responsibility to keep you, our site, and staff safe and healthy. These terms and conditions are applied to ensure everyone is doing what can reasonably be done to keep you, our site, and staff safe and provide an enjoyable experience.
   - 2.2 These terms and conditions are also to manage expectations for you while you interact with us, they lay out what can be expected behaviour at time of conflict.
   - 2.3 As such, please don’t try to find loopholes, instead, try to understand the reason for each point and follow its intent.
   - 2.4 You acknowledge that these Terms and Conditions aim to set out appropriate behaviour while interacting with us and attending our site; failing to follow them or their intended meaning may result in paragraph 4.5 being followed.
   - 2.5 We will make reasonable predictions and take reasonable actions to ensure our site, equipment and organised activities are as safe as reasonably possible. There is however some inherent risk that remains following this, from unpredicted events or your actions.
   - 2.6 We cannot take responsibility or liability for personal injury or death from events or actions that we could not have reasonably predicted, are outside our control, or against our guidance and rules.
   - 2.7 Participants in these activities should be aware of and accept these residual risks and be responsible for their own actions and agree not to hold us liable for the consequences of their actions or events that could not be reasonably predicted.
   - 2.8 You understand that you have a part to play in the safety on site at Woodsworth Exploring, you will not do anything that you think is unsafe and you will report unsafe items, events or actions to our staff immediately.

2.9 Any injury caused by your actions to us, other site users or our neighbours is your responsibility and liability. Think about what you are about to do, is it safe? We accept no responsibility or liability for your actions.

3. Payment, re-arranging bookings and cancellations:

3.1 A deposit of 20% of the booking or £10 is required to secure the booking, whichever is the greater. Full payment is due 7 days prior to arrival or the activity date, users may lose their booking if payment is not made. If a booking is made during the 7 days before the activity or arrival, full payment is due immediately.

3.2 Once the booking is confirmed, refunds are entirely at our discretion, and they will be subject to a 20% administration fee.

3.3 No refunds will be processed if the booking is cancelled by you within 4 days of the arrival / activity date.

3.4 If we need to cancel the booking, for example, due to weather that is so unsafe the site must be closed or new legislation, you will be entitled to re-book your stay or activity for a date in the future. The date is subject to availability.

3.5 In the case of us cancelling a booking, so long as we provide you with 3 available dates within 2 months of your original arrival date, no refunds will be issued.

3.6 Occasionally, we may need to cancel events. This would usually be caused by low demand or poor weather. If we cancel an event, we will refund the booked attendees any money they have paid for the event. (note: this does not include campsite only bookings, these are covered by para 3.4)

3.7 Bookings can only be re-arranged on a 'like for like' basis if requested more than 4 days before the original arrival date. This will be subject to the administration fee in para 3.1313.

3.8 If you request to re-arrange your booking within 4 days of the original arrival date then this will be treated as a cancellation and re-booking. The cancellation terms in 3.2 and 3.3 will apply in this situation.

3.9 Any booking that is re-arranged will automatically be non-refundable if a cancellation is then received.

3.10 When re-arranging a booking it is not possible to move from a non-bank holiday weekend to a bank holiday weekend unless a notice of 2 weeks before the original booking date is provided.

3.11 When re-arranging a booking it is not possible to move from a date that is not within school holidays to a date that is within a school holiday period, including the weekends at either end of the holiday. School holiday dates will be taken from Bradford Council School dates.

3.12 Bookings may only be re-arranged once, following this the original booking will be cancelled and the terms in 3.2 and 3.3 above will apply.

3.13 Any changes that you request to your booking will be subject to a £4.50 administration fee.

4. Behaviour on Site:

4.1 A large part of what we do is to improve the ecology on our site while we try to help people enjoy the space responsibly, as such we have two simple rules to follow:

'Do no harm'
and
***'Leave no trace'*.**

We ask that you apply some thought and apply these rules to your actions.

4.2 We're happy to offer advice if you are unsure of the impact of something, you will check with us before you carry out your intended action.

4.3 You agree to apply and follow our rules of "**Do no harm**" and "**Leave no trace**" in all situations while on site.

4.4 Examples of how to interpret these rules are below, this is not an exhaustive list, the intent should be applied to all situations:

4.4.1 It would be harmful to disturb our neighbours or other site users (including with music), particularly whilst they are trying to sleep.

4.4.2 You would be leaving a trace unless you place litter in appropriate bins.

4.4.3 It would be leaving a trace and doing harm to leave the toilets in a poor condition.

4.4.4 It would be harmful to damage the wildlife or ecology.

4.4.5 You should use equipment (e.g. a knife) in a safe manner, unsafe use is classed as doing harm due to its potential to cause harm.

4.4.6 Dogs would cause harm if they weren't kept under control and prevented from disturbing other site users.

4.4.7 Leaving dog faeces would leave a trace and do harm, it should be bagged and placed in a bin.

4.5 If our staff deem your behaviour to break these rules, any of our terms or conditions, be unsafe, disruptive, or illegal you agree to leave the site within 30 minutes if asked. The 30 minutes is to allow you to collect your belongings. In this event no refund will be available for any of your time with us.

4.6 If anyone refuses to leave after this request, a security firm will be called to remove you, this will require a £400 payment from your group organiser. The police may also be called.

4.7 If alcohol is consumed by your group, you will do so sensibly and legally. All members of the group will remain in a state that means they can still apply the 'do no harm' and 'leave no trace' rules. Anyone found and deemed to be 'unfit to apply the rules' or 'drinking illegally' by staff will be asked to leave the site, as in paragraph 4.5.

5. Children and Minors

5.1 Unless arrangement has been made using the mechanism outlined in paragraph 5.3, each pitch must have at least one adult (aged 21 or over) on site when anyone under the age of 18 from that pitch is on site. This adult takes responsibility for the behaviour and safety of their group.

5.2 Children below the age of 15 will not be on site without adult (aged 21 or over) supervision.

5.3 If required, and arranged in advance of arrival or activity, a child aged 15-17 (inclusive) can be on site without an adult, this will require a consent form from the parent or guardian (available separately).

5.4 The parent or guardian will agree to come to site immediately if requested by us.

5.5 We will not take parental or safety responsibilities for any unaccompanied minor. This includes those that are using paragraph 5.3.

5.6 Any group arriving at the site that is in breach of paragraphs 5.1 or 5.2 will be refused admission, no refund will be available.

5.7 If a group breaks paragraph 5.1 or 5.2 during their stay, the situation will need to be resolved quickly. If it is not resolved within 30 minutes, the police may be called and paragraph 4.5 may also be invoked.

6. Trees and ecology

6.1 You understand that there is a Tree Preservation Order (TPO) that covers every tree on site and that it is a criminal offence to wilfully damage any tree, sapling, or seedling. You take responsibility for your actions while on site and will not break the TPO.

6.2 You understand that deadwood is important to the ecology of the site and agree to leave it in situ whenever possible.

6.3 Removing any wood, dead or alive, especially for burning, would classify as doing harm and may result in paragraph 4.5 being followed. This behaviour would potentially be reported to Bradford Metropolitan District Council, and you may be prosecuted.

6.4 After departure, the area of the site which you have camped / attended an activity in will be checked. If it is found to be in a poor state, for example the TPO has been broken, ecology has been unreasonably damaged or litter has been left, an additional £40 clean up fee will be applied to your stay. This will be due immediately. You may also be reported to Bradford Metropolitan District Council, and prosecuted.

7. Camping

7.1 You agree that you will listen to and follow the guidance in the camping induction.

7.2 You should arrive on site between 14:00 and 19:00 on the date of arrival and depart the site by 12:00 on the date of departure.

7.3 If you need to arrive or depart a different time, please contact us at the earliest opportunity to see if this can be accommodated. Additional fees may be charged for arriving early or late (whether pre-arranged or not). You may be turned away with no refund if you arrive significantly late.

7.4 Tent sizes are requested while you are booking. If you arrive with a tent that is larger than the one you have booked you may be turned away with no refund.

8. Fires and Cooking stoves

8.1 If you intend to use a stove or have a fire at any point during your stay you will tell us upon arrival.

8.2 You agree to follow the guidance in the fire and stove induction.

8.3 When staff attend to check the fire or stove you will follow what we ask you to do without argument.

8.4 Whilst we will make the site of the fire as safe as reasonably possible, your actions and unforeseen circumstances leave some inherent risk to the activity. You accept these risks and agree not to hold us in anyway responsible for any personal injury or death incurred.

8.5 Participants in these activities should be aware of and accept these risks and be responsible for their own actions and agree not to hold us liable for the consequences of their actions or events that could not reasonably be predicted.

8.6 If you start a fire that isn't authorised, or do not follow the guidance given in the fire and stove induction, you will be personally and solely liable for any damage or injury caused to the site, third parties or our neighbours. You may also be reported to Bradford Metropolitan District Council and prosecuted for breaking the TPO.

8.7 If Woodsworth staff deem to be unsafe or causing harm it will be extinguished and you may be refused permission for a fire on subsequent nights. If this is the case, there will be no refunds for permits or logs.

8.8 During dry, or extremely warm or windy spells we may need to put restrictions on fires. There are two options we may adopt. Firstly, asking for all fires to be extinguished by 22:30, or secondly prohibiting all fires within the woodland. This safety decision will be taken by the directors of Woodsworth Exploring, depending on conditions and is not negotiable. Refunds will be made for permits and un-used logs if fires are prohibited.

8.9 If fires are prohibited, we will still be offering the core components of your booking (an area on which to camp with parking and toilet facilities). Therefore, if you choose to cancel your booking because you cannot have a fire, the cancellation policy above will be followed and the reason will not be considered, the cancellation policy will be applied as it would be if you were to cancel the booking for any other reason. This means that refunds for pitches or extra services that do no pertain directly to the fire will not be available to you if it is within four days of attendance and, administration fees for cancelling or re-arranging will be applied.

9. Vehicles on site

9.1 You will be allocated one carparking space per pitch, extra spaces can be purchased in advance of your stay.

9.2 There are trees surrounding our carpark, you will pay attention and not drive into these, including limbs that are above your vehicle.

9.3 You will drive sensibly and responsibly while in the carpark and park within the spaces provided.

9.4 Any gates that you pass through will be left in the state they were found.

9.5 No vehicles will be parked on the roads near to our entrance.

9.6 You will not block the entrance area or park on it at any time.

9.7 You leave your car in our carpark at your own risk. We accept no responsibility for damage to, theft of, or loss of your car or its contents.

10. Hire equipment

10.1 Hire equipment is available from us, the equipment will be provided in a safe and serviced condition and should be returned in working order with no damage.

10.2 You will be responsible for the cost of repair or replacement for any equipment damaged whilst hired to you.

10.3 You will be responsible for the cost of replacement plus an extra 50% of the replacement value for any equipment that is not returned to us by your departure date.

10.4 When hiring equipment, you will follow the use guidance given by the staff.

10.5 Whilst we will make the equipment and setting as safe as reasonably possible, your actions and unforeseen circumstances leave some inherent, residual risk to use this equipment. You accept these risks and agree not to hold us in anyway responsible for any personal injury or death.

10.6 Participants in these activities should be aware of and accept these risks and be responsible for their own actions and agree not to hold us liable or responsible for the consequences of their actions or events that could not reasonably be predicted.

11. Personal Belongings

11.1 Bringing or leaving any personal belongings to site is done entirely at the owner's risk, we accept no responsibility for loss, theft of, or damage to these items.

11.2 Any Injuries caused by your own equipment or actions are your responsibility and liability. This includes injury to other site users or staff, we are not taking responsibility for the safety of these items.

12. Memberships

12.1 Membership may be cancelled at any time by writing to us (email or post). No refund is available if you have received any discounts from products using your membership, or if it has been more than 2 weeks since making payment to join.

12.2 Membership doesn't offer any rights above the discounts available to your level of membership, there are no voting powers or control over Woodsworth Exploring Ltd available via membership.

13. Severance

13.1 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

13.2 If any provision or part-provision of these terms and conditions is deemed deleted under the preceding clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions, and any dispute of claim (including non-contractual disputes or claims) arising out of or in connection with them, it's subject matter or formation, shall be governed by and construed in accordance with, the laws of England and Wales.

14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, it's subject matter or formation.