

Reality Adventure Works in Scotland Ltd.

MAKING AN APPLICATION – THE CONTRACT

Please make sure that you have read, understood and are in agreement with the following notes. You will be asked to sign that you have done this on the Application Form and so this becomes part of the contract you have entered into.

1. Contract.

- 1.1 These notes constitute the contract between the referring agency (“you”) and Reality Adventure Works in Scotland Ltd. (“we” and “us”).
- 1.2 Please note our contract is with the Social Work or any other recognised Local Authority Departments or any other legally constituted body entering into this contract, which will be invoiced and not with any carer(s) unless agreed in writing between both parties at the time of application.
- 1.3 All contracts are subject to Scottish law. All prices are in £ sterling and were calculated at 31st December 2008.

2. Our agreement.

- 2.1 This agreement, whether on the Reality website or on any links or in any form of Reality brochure contains details of the camps, accommodation and activities (excluding any agreed and written specific travel arrangements) which we offer for you to apply for and which form the contract between Reality and the referring agency.
- 2.2 You should check that they match your requirements eg within any care or education plan for each child/young person applied for. The details described are all subject to availability at the time of booking.
- 2.3 We reserve the right to make changes to any of the services or facilities or prices featured in any brochure, website page or publicity literature at any time before your booking with us is confirmed. If any changes are made, you will be told by us before the booking is confirmed.
- 2.4 In the event that a change is significant and we are unable to make you aware of it, we will, where appropriate, offer an alternative to you for the absence of the relevant facility we have offered, although we recognise that centres may need to change an intended programme with immediate effect without notice due to

urgent changes in circumstances or the environment of a planned programme.
(Please note other circumstances outlined below in item 7).

3. Application Procedure.

- 3.1 To apply for a place on any of these residential activity week or weekend, you may telephone or email our office to provisionally reserve a place for a designated child or young person for a specific camp.
- 3.2 You must then without delay send a completed Application Form for that referral to our office. Further information will be required from you on each referral and you **must** disclose all pertinent details within the specified time limits.
- 3.3 We maintain the right to refuse applicants.
- 3.4 The completed Application Form is an integral part of the Contract, together with any other additional information you disclose to us.

4. Codes.

- 4.1 The codes relate to each separate week or weekend camp. Please use the codes when making a referral.

5. Numbers.

- 5.1 Only two young people from any one residential unit can be offered places for the same camp.

6. Cost.

- 6.1 The cost includes food, accommodation, activities, all instruction, public liability insurance and travel.
- 6.2 This charge does not cover all volunteer costs (see item 10) which are met through our own fundraising, but it does go some way towards reflecting the degree of care and supervision required for each individual child. (see Item 10).
- 6.3 The cost advertised on our website and in any brochure or publicity is the normal minimum charge per child per week or weekend camp.
- 6.4 Before camp we will assess each referred child or young person at a home visit. We prefer to make such a visit before each camp irrespective of whether that child or young person has previously attended a Reality camp. Then we will calculate the cost of the camp place for this specific referral, taking into account

any particular additional needs of support, including care and supervision of the child or young person.

- 6.5 Any revisions to the normal minimum charge resulting from this assessment will be immediately set out to you for your agreement.
- 6.6 You must have sufficient funds in place to pay for the place(s) you apply for before you are invoiced.
- 6.7 An invoice will be issued as confirmation of this agreement that a place at an agreed revised cost has been made available in respect of your application and the contract between us exists from that invoice date. Full payment is due 30 days after receipt of invoice.
- 6.8 Any offered 'early-bird' discounts are still subject to any price revisions as set out above.

7. Changes and Cancellations.

- 7.1 Cancellations after the issue of an invoice date will normally give rise to a penalty payment of 80% of the stated cost.
- 7.2 If notice of cancellation is not given or the cancellation is made in the seven day period before the camp commences and the place is not taken up, then the full cost will be charged.
- 7.3 After the invoice date, unless the referring agency has already made substantive replacement arrangements to the satisfaction of Reality, the place at a camp cannot be reassigned to another child or young person.
- 7.4 Deposits and other payments will be forfeited and the above cancellation charges will apply.
- 7.5 If the young person makes a decision whilst on the camp that s/he no longer wishes to participate for whatever reason, the agreed withdrawal procedures will be carried out and that person's place at the camp will be terminated without refund.
- 7.6 If the young person deliberately damages any contents, furniture, fittings within the centre or any equipment belonging to or hired by Reality, you will be liable for payment for their repair or replacement.
- 7.7 Although it is unlikely that we will have to change or cancel your camp booking after our confirmation, we reserve the right to do so.
- 7.8 In the event of a significant change of circumstances of Reality or a centre, we would endeavour to make arrangements for alternative accommodation and activities at other registered AALS centres. If this is not achievable, then

regrettably, the camp would be cancelled and you would be fully refunded for any place(s) booked.

8. Travel.

- 8.1 Primarily transport is provided to the centres from Glasgow and Edinburgh.
- 8.2 If there is sufficient demand from other areas, alternative arrangements may be considered.
- 8.3 For most weekends, there is usually a home pick up and return. Details of travel arrangements will be sent out prior to the camp. Please feel free to contact the office to discuss individual requirements.

9. Emergency arrangements.

- 9.1 Should the young person leave the camp early for any reason then you are responsible for collecting them within 6 hours from our first notification to you of this situation.
- 9.2 It is imperative that all Social worker emergency/out of hours are notified of the young person's camp details eg location / emergency contact numbers.
- 9.3 Any return arrangements must be set in place, confirmed to and agreed by Reality no later than seven days before the commencement of each applicable camp. In the event of any Reality staff or volunteer being required to return a young person to his or her home situation or to an agreed meeting place with the Social Worker, the referring department will be subsequently invoiced for the cost of the escort duties plus travel expenses incurred by us.

10. Volunteers.

- 10.1 All our volunteers are selected from our large volunteer base. All are police checked and go through our selection and training process.
- 10.2 We operate on the basis of a minimum of one volunteer to two young people attending the camp, but each referral is individually assessed for their care and supervision needs by us and this may well require increased volunteer assistance.

11. Insurance.

- 11.1 We have Public Liability insurance, which covers all recognised Reality camp activities on or off site as well as travel to, from and during the camp.
- 11.2 No cover is provided for personal items. Mobile phones, I-Pods or other sound equipment, electronic games equipment, cameras or similar valuable personal effects are forbidden during the camp and so should **NOT** be brought to the camp.
- 11.3 Young people may wish to take out their own insurance cover for their own personal effects and health and further details of a policy are available from our office.

12. Activities.

- 12.1 All activities are taken by instructors who are qualified to the appropriate national level.
- 12.2 All centres listed are licensed by the Adventure Activities Licensing Scheme (AALS – now part of Health and Safety Executive Telephone: 029 20755715 or see www.aala.org)

13. Health.

- 13.1 A detailed and up to date health form and smoking consent must be completed for each young person.
- 13.2 This includes any dietary requirements. (A designated medical officer at each camp will oversee prescribed medication).

14. Consent.

- 14.1 A consent form must be completed by the relevant persons before any young person can go on any of the camps.

15. Equipment.

- 15.1 All equipment is provided and no special items are required. A kit list is sent out prior to the camp.

16. Complaints.

- 16.1 As part of our commitment to provide high quality, accessible services, we have established a Complaints Policy and Procedure to enable individuals and organisations using our services to make suggestions and complaints. Details of this Policy and Procedure are available from the Reality office.

17. The 1998 Data Protection Act and you.

- 17.1 Information that you provide to us will be held on our computer system (and in other ways) in accordance with the Act and the Reality Confidentiality Policy, a copy of which is available on request.