

## Definition of Responsibility and Code of Conduct For Visiting Staff

The responsibility for the safety of those using The Ackers is clearly defined at all times.

This is especially important when the responsibility is divided between, for example, a school or youth club and The Ackers.

The purpose of this document is to highlight what is expected of visiting staff so that everyone involved is absolutely clear about their responsibility.

### **Definitions**

Throughout this document the term “*visiting staff*” refers to the adult(s) who is/are accompanying the young people. Most frequently the visiting staff are teachers or leaders of a school or youth group etc.

The term “*young people*” refers to the children/pupils/young persons/minors who are taking part in activities under the supervision and instruction of an Ackers staff member.

### **Communication & Responsibilities**

Although under common law, the visiting staff accompanying the party have ultimate responsibility, acting in “*loco parentis*”, quite regularly the responsibility for the safety of the young people undertaking specific activities may be temporarily delegated to a member of The Ackers staff. This is especially the case when young people participate in activities where there is, or is perceived to be, an element of danger involved. Throughout the rest of a visit the responsibility will be with the visiting staff member.

It is essential that at all times each member of the visiting staff and The Ackers Instructor know exactly which pupils they are responsible for and the extent of that responsibility.

Each young person should also know which member of staff is responsible for them or their group. The visiting staff member in liaison with The Ackers staff member will give the young people this information.

At the beginning and end of each session there should be a clear transfer of responsibility between the staff, and the young people should be made aware of this.

Additionally, at the beginning of each session the young people should be made aware of rendezvous procedures at the end of the session (usually the meeting place being the ski centre.) This will also be the case should anyone become lost, for example, during orienteering sessions or moving between activities.

On occasions visiting staff may want to take part in an activity alongside the young people and under the instruction of a member of The Ackers staff. In such circumstances the young people should be informed by the visiting staff that The Ackers Instructor is in charge of the session. The visiting staff should not normally

seek to influence or overrule the Instructor in matters relating to the safe conduct of the session. However, in the unlikely event of the young persons' safety appearing to become in question then the visiting staff member will have the right to withdraw pupils from the activity at the first appropriate opportunity and inform the instructor of his/her actions. Such incidents must be reported to the party leader and The Ackers Manager/Duty Manager.

Whilst participating, the visiting staff member may be asked to take a responsible role within an activity (eg to control a safety rope during a climbing session.) In accepting such a role, it must be understood by the visiting staff member that the Instructor retains overall responsibility for the young people.

### **Parental Consent & Special Needs**

In most cases a Notification of Departmental Visit form or other parental consent form will have been completed in advance for each young person. Amongst other things, it should identify any special needs the young person may have and this information should be relayed to the Instructor if appropriate. Additionally, the form must contain emergency procedures and telephone numbers for contacting parents/guardians. The collection of this information is the responsibility of the visiting staff member. It is also their responsibility to communicate to The Ackers Instructor any issues which are of concern and which could affect the safe conduct of the activity sessions.

### **Activity Ground Rules**

It is The Ackers Instructor's responsibility to set the ground rules for the activity session in line with Ackers Operating Procedures and Guidelines. The visiting staff member still retains a responsibility (whether or not they take part in the activities) for the group. They are expected to help and support The Ackers Instructor throughout the session and to ensure the ground rules are adhered to.

### **Risk Assessments.**

The Ackers carry out a comprehensive risk assessment programme that covers the site, the equipment and the activity. Each assessment is specific to the Ackers and may not be suitable for the requirements of groups etc. With this in mind the Ackers, under normal circumstances will not supply copies of risk assessments. However we will supply a covering letter and copy of the *Adventurous Activity Licensing Authority* licence.

### **Disciplinary Issues**

On occasions a *disciplinary issue* may arise with one or more of the young people. The Ackers Instructor in liaison with the visiting staff member may decide to withdraw the culprit(s) from the session and continue with the rest of the group. In this case, it is the visiting staff's responsibility to supervise the excluded young person/people until the end of the activity session.

### **Inadequate or Unsuitable Clothing**

Similarly sometimes young people arrive to take part in activities with inadequate or unsuitable clothing/equipment. In this case The Ackers Instructor will be responsible for deciding if they can take part in the session. If there needs to be any exclusions it is for the visiting staff member to supervise and be responsible for the young people concerned.

### **Late Arrivals**

Occasionally groups arrive at The Ackers late for their activity. When this is the case the Instructor and not the visiting staff has the responsibility to decide whether or not there is sufficient time to run the session.

No refunds will be given where for safety, inability for clients to meet conditions or other reasons an Instructor in charge believes the cancellation of a session is in the interests of all concerned.

### **Emergency Action Plan**

The Ackers has an Emergency Action Plan. This is a clear step by step procedure which is adopted by Ackers staff on those very rare occasions when things go wrong or when they appear to be going wrong. This plan is not applicable to everyday minor incidents and is only implemented for serious incidents or accidents eg those involving life threatening situations. A copy of the plan is available on request.

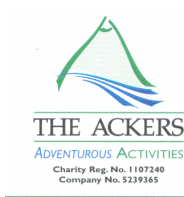
### **Incapacity of an Instructor**

In the unlikely event of The Ackers Instructor becoming incapacitated during a session (eg through illness or accident) the visiting staff will immediately take responsibility for the welfare of the young people. If the activity is taking place at The Ackers site the group should report to the ski lodge where other Ackers staff will be available to give assistance to both the group and to the Instructor. Off site activities will have a Team leader through whom specific arrangements will be made.

We hope that you have an enjoyable and stimulating experience at The Ackers and return again in the future.

We welcome all comments and suggestions. If you do have a cause for complaint or concern then please do not hesitate to contact myself or the Duty Manager or fill in one of our customer care questionnaires publicly available. As part of our quality system we also appreciate your encouraging comments and suggestions for change that will help us serve you better in the future.

Dave Bateman  
Activities Manager



Visiting Staff Code of Conduct

This document has been produced by The Ackers in order that there is no misunderstanding between the role of the visiting staff member and The Ackers. It confirms who, when, and where the responsibility for the user lies throughout the duration of the visit.

It is important that all staff involved in your visit are aware of and have read and understood the document prior to the slip being returned.

**Please could you sign the slip below and return it to The Ackers.**

Many thanks.

*D Bateman*

Dave Bateman  
Activities Manager

**The Ackers Base Camp, Golden Hillock Road, Sparkbrook, Birmingham B11 2PY  
Tel: 0121-772 5111 Fax: 0121-766 7870 Email: [info@ackers-adventure.co.uk](mailto:info@ackers-adventure.co.uk)**

-----TEAR & RETURN-----

I .....have received a copy of the following documents:

- Visiting Staff Code of Conduct
- Terms & Conditions of Booking
- Payment & Cancellation or Transference Terms & Conditions
- Clothing Requirements

On behalf of ..... and I will ensure that all appropriate staff have read the document before visiting The Ackers.

Address.....

.....Post Code.....

Tel:.....Fax:.....

Email:.....

Sign:.....

Print:.....

Date:.....

## **Recommended Clothing List - For Activity Sessions at The Ackers**

Currently all the activities at The Ackers are outdoors, and in addition to the items listed below, each participant should dress accordingly to the expected weather conditions.

### **Skiing**

Long sleeves

Long trousers

Gloves (available for hire @ 50p per pair)

### **Snowboarding**

As above

### **Canoeing**

The nature of the sport means that there may be an element of getting wet, this may be due to water dripping off the paddle, splashing or the possibility of a capsize.

Canoeists should be made aware of these possibilities and dress accordingly and in each case should bring a complete change of clothing etc.

Sweatshirt/t-shirt (depending on weather)

Tracksuit or jogging bottoms/shorts (depending on weather)

Trainers/soft shoes

### **Climbing**

Note: The climbing walls are of a brick/concrete construction which may graze the skin should the climber experience a slight fall, long sleeves/trousers etc are recommended. However, in such times where the weather is hot then it is more than likely that climbers will be expected to wear shorts/t-shirts etc.

Long sleeves (weather dependant)

Long trousers (weather dependant)

Trainers/shoes

### **Archery**

Normal clothing with non-baggy sleeves.

### **Orienteering**

The nature of Orienteering requires the pupil/staff/student etc to visit parts of The Ackers site that may be overgrown or left wild due to its location, although we make every effort to ensure that the course is properly managed there may be areas that contain nettles etc and long sleeves/long trousers are advisable. However, in such times where the weather is hot then it is more than likely that orienteers will wear shorts, t-shirts etc and care should be taken when participating.

Long sleeves/t-shirt (weather dependant)

Long trousers/shorts (weather dependant)

Trainers

### **Team Building**

Long sleeves/t-shirt etc (weather dependant)

Long trousers/shorts etc (weather dependant)

Trainers

### **Jungle Challenge**

Old clothing - long sleeves and long trousers

Pls change of clothing

All the above should be loose fitting and warm (where necessary.)

Jeans and cotton materials are not recommended.

Jewellery, mobile phones and or other expensive items should not be taken on activity sessions.

The above is not comprehensive and common sense should be incorporated into all activity sessions.

If you require any further information please do not hesitate to contact us.

# The Ackers

## Terms & Conditions of Bookings

Headings in this Agreement are for guidance and clarification only.

References to The Ackers, Ackers Adventure or The Ackers Trust are synonymous and may mean any or all of those organisations.

### A. BOOKING & PAYMENT

#### 1. Agreement.

Any booking made by a client confers agreement to abide by these Terms & Conditions.

#### 2. Bookings

All bookings are made on a first come, first served basis. Provisional bookings are not accepted, so all requests for activities, instructional staff, facility space, programmes or events on a specified date or dates are considered to be firm bookings.

#### 3. Payment

Payment methods, terms & conditions are detailed in full in The Ackers Payment, Deposit and Cancellation Terms, available on request.

#### 4. Cancellation

Cancellations with less than the prescribed amount of notice (including late arrivals and inclement weather) will incur cancellation or curtailment charges. Cancellation, curtailment and non fulfilment conditions are detailed in full in The Ackers Payment, Deposit and Cancellation Terms, available on request.

The Ackers will endeavour to run and operate all bookings as scheduled. No liability will be accepted in the event of cancellation or curtailment by The Ackers for any inconvenience, consequential loss, incidental or third party expenses.

#### 5. Additional Charges

Additional charges may be levied for late payment of invoicable bookings in line with the 1998 Commercial Debts (Interest) Act. The rate will be detailed on all invoices and may vary from time to time. Interest will be payable on all amounts including collection fees and charges.

Breaking the terms of this agreement may render you liable to charges for any of the following:

- unpaid, returned or recalled bankers orders or cheques
- letters sent to you as a result of your breach of this contract
- collection fees or costs including legal fees associated with the collection of moneys outstanding
- reimbursement for intentional or wanton damage to, or loss of equipment or facilities

#### 6. Credit Control

Organisations paying by invoice and all clients from whom payment has been received late will be monitored as part of our Credit Control procedure. Credit Terms and acceptance of bookings may be withheld.

#### 7. Prices, Subsidies, Charges & Rates

All Prices, rates, charges and subsidies are reviewed regularly to be competitive with market conditions and in line with our Charitable Objects. Standard Prices are quoted in literature and will be subject to change from time to time, sometimes without prior notice. No liability will be accepted for errors, omissions or miscommunications.

The Ackers will endeavour to provide at least one weeks notice of all such changes or allow an equivalent hold over period. Confirmed and fully paid up bookings will be honoured for a period not exceeding 3 months.

Quotations provided for events are valid for up to 3 months, with the exception of bought in or third party costs, which will be chargeable at the rate prevailing.

### B. SAFETY

#### 8. Operational & Activity specific Guidelines

The Ackers, its employees, agents and servants reserves the right to withhold, withdraw or refuse access to any persons or organisations, without liability or redress, who it reasonably believes to be under the influence of drugs or alcohol, suffering from a medical condition or in any other circumstance where it is felt that safety may be compromised, without giving reason.

Operational Guidelines & Procedures, Activity Guidelines, Rules, Codes of Practice or Conduct, Guidance for Visiting Staff, Clothing Requirements, conditions set out by Governing Bodies and Licensing Authorities and any other Policies in force at the time are provided to clarify responsibilities, to ensure and enhance the safety of all involved. Clients and Participants attention are particularly drawn to these as non compliance will also constitute grounds for refusal to provide facilities and services without any liability for refund or compensation.

# The Ackers

## Terms & Conditions of Bookings

### 9. General Guidelines & Policies

The Ackers has its own Health & Safety, Child Protection & Vulnerable Adults, Equal Opportunities and Emergency Action Plan Policies, based on current best practise. All clients are expected to comply with these at all times whilst on site, or whilst undertaking an activity off site.

### 10. Limit of Liability

All activities are run in accord with National Governing Body, Licensing Authority, Internal and other appropriate Guidelines. The majority of the activities are recognised to be dangerous activities with an inherent potential risk of injury. Suitable control measures are in place, which if correctly followed by all participants, aim to reduce the risk of injury. Clients making bookings and participating in activities are deemed to have accepted these risks with the associated responsibility (the Duty of Care) for themselves and their actions (including taking all reasonable measures to ensure minors under their authority or control understand and adhere to these principles and any directions given.)

The Ackers will not be liable for any injury, loss or damage to property, clothing or belongings howsoever caused whilst clients, participants and visitors are using the site or facilities, or are under instruction at an off site event or activity operated by The Ackers.

Clients & Participants agree that First Aid may be administered by a qualified First Aider where necessary, without prior consent..

### 11. Smoking

The buildings and Activity areas are designated non smoking areas for reasons of safety and health. All clients are asked to comply with this and will be asked to extinguish all smoking materials or move on to a non designated area.

## C. OPERATIONAL & GENERAL

### 12. Comments, Complaints and Suggestions

Comments, Complaints and Suggestions are welcomed as part of our continuing strive for improvement. It is our aim to resolve all issues at the earliest stage possible, whilst maintaining good, consistent standards of safety and practise.

Our Procedure requests that in the first instance any complaint should be brought to the attention of any member of staff on duty and as soon as possible. The Duty Manager is also there to assist, or if preferred a comments form, (available in all site buildings) may be completed, and handed in (envelope provided) for the attention of the Manager.

### 13. Publicity

We welcome all requests to undertake promotional publicity as a result of an activity, instruction, programme, event or other site use and request it is discussed with our Marketing personnel prior to commencing. It should include at least the words "The Ackers Adventurous Activity Centre, a registered charity". Permission to use logo's, artwork, and photographs must be obtained in advance.

### 14. Photography & Filming

We welcome positive images portraying the work of The Ackers. Due to our Child Protection and other Policies it is essential that approval is sought prior to the day from the Manager, from whom other useful guidance can be offered.

### 15. Data Protection

The Ackers is registered under the Data Protection Act 1998 to hold and use information on persons and organisations for the purposes of Administration, Accounts, Fundraising, Marketing, Realising the Objectives of the Charity and Crime Prevention & Prosecution of Offenders.

CCTV images are recorded and may be used for the purposes of identification in reduction, prevention and prosecution of crime and offenders. Images and recordings may be passed on to the Police or other relevant authorities.

### 16. Intellectual Property Rights

It is acknowledged that the names "The Ackers", "The Ackers Trust", "Ackers Adventure" and other associated names, their logos, by-lines, colours, devices, styles, electronic symbols and still or video images remain the intellectual property of The Ackers at all times.

### 17. Force Majeure

The Ackers or its agents shall not be liable if unable to carry out any provision for any reason beyond its control including (without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, inclement weather, failure of power supply, equipment failure, actual or threat of explosive device, Landlord's conditions, conditions imposed by Fire, Police or other safety authority, lockout, strike, stoppage or other action by employees or third parties in contemplation of furtherance of any dispute, or any other unforeseen circumstance.

## 18. Notices and General Provisions

Policies and Documents mentioned above are available to view in the Manager's office during normal weekday working hours

It is agreed and declared that this Agreement and the Policies it refers to contain all terms and conditions between the parties making the booking and The Ackers. Any bookings made on behalf of a third party shall obligate the first party (those booking activities for others) liable to take all reasonable measures to ensure all other parties know of and comply with these terms & conditions.

No changes or alterations to this Agreement will be enforceable unless agreed in writing by the Manager, prior to the booking.

This Agreement shall in all respects be construed as an English Contract subject to English Law.

The Ackers Trust, Charity Reg 511343  
Ackers Adventure, A charitable company Limited by Guarantee, Company Reg 5239365 Charity Reg 1107240  
Registered Office: The Ackers, The Ackers Base Camp, Golden Hillock Road, Sparkbrook, Birmingham B11 2PY

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## **The Ackers**

### **Payment, Deposit and Cancellation or Transference Terms**

#### **Payment Terms**

Payments are accepted by cash, cheque with guarantee card (individuals) or official company cheque (with 2 signatures), debit and credit cards (except American Express) and, for approved customers only, by invoice on 30 days net monthly account.

Accounts other than for schools are only available after a credit application form has been completed and approved in writing by the Finance and Administration Manager.

All requests for invoiceable bookings need to be supported by an official written order.

Individuals bookings will be paid for at the time of booking.

#### **Cancellations**

##### **1. By Clients**

For cancellations of bookings there are a scale of charges as set out in the table below. All cancellations (including inclement weather and client's organisational closures) and requests for transfers of date of activity made within 48 hours of the booking are charged at the full rate.

##### **2. By The Ackers**

The Ackers aims to run all bookings, and other advertised sessions subject to demand.

Where it is not possible to run a session for any reason other than demand we will endeavour to contact all booked clients with as much notice as available. (We ask for daytime and home numbers for this reason.)

We will offer a mutually arranged alternative or replacement session. A credit or refund may be offered if clients genuinely cannot re-arrange a date.

The Ackers will not be liable for any incidental or third party costs. Occasionally at quiet times, The Ackers may alter its opening times to run staff development and training: these

will be advertised for at least a week on notices at the Ski Centre: we also encourage casual clients and visitors to telephone before turning up.

## **Curtailement**

### **1. By Clients**

No refund will be given for activities curtailed by the client for any reason.

### **2. By The Ackers**

No refunds will be given where for safety, inability for clients to meet conditions or other reasons an instructor in charge or Duty Manager believes the cancellation or curtailement of a session is in the interests of all concerned.

## **Notes**

Events are deemed to be any booking where 4 or more sessions are involved for the same booking or client organisation on the same day.

All events consisting of anything other than standard (1 or 1½ hour) activity sessions will be quoted in writing before booking. Any alterations to the programme will also be agreed and quoted in writing at the finalisation stage.

**THE ACKERS**  
**PAYMENT & CANCELLATION or TRANSFERENCE TERMS**

Please note all rates are correct as of April 09 but are subject to future increases. Please contact us to check any alterations.

Booking	Deposit	Payment	Cancellation or Transference Charges				
			Within 48 hrs	48 hrs - 7 days	1 wk - 2 wks	2 wks - 4 wks	4 wks - 12 wks
Individuals lessons	At time of booking Full price only	In full on booking	Full Price (No rescheduling)	Full Price (or reschedule lesson)	Nil		
School/Youth Activities 1-3 sessions/day	School: Official Order Youth: £25.00/session	In full by the day (or invoice* if applicable)	Full Price	Full Price	£25.00/session	Nil	
School/Youth Activities 4+ sessions/day and Sch/Yth events	£25.00/session + Official Order	In full by the day (or invoice* if applicable)	Full Price	Full Price	50% + costs	50% + costs	Deposit (25%) + costs or £25.00/session
Team Challenge, Abseil - Off Site, Event, HRD, Private Hire Courses	25%	In full by the day (or invoice* if applicable)	Full Price	Full Price	50% + costs	50% + costs <sup>1</sup>	Deposit (25%) + costs <sup>1</sup>

\*Invoicing facility *only* available after being approved for credit.

<sup>1</sup>Contract agreed rates excepted

Costs = non recoverable, bought-in charges