

Office Use Only 0222	Voucher Ref No:	DD	x	MD	DIGGER /
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# DIG-a-Day Experience

PLEASE COMPLETE FORM FOR EACH PERSON TAKING PART IN THE EXPERIENCE AND RETURN 10 DAYS BEFORE BOOKED DATE

Form can be returned by [email](#), post, photo message or by hand

Closed Monday & Tuesday. Open March-October 10:00-18:00: November to 23<sup>rd</sup> December 10.00-15.00. Closed January & February

1	<b>Participant Information – Driver of Diggers details.</b> Privacy Policy available on web site or by request					
	Full Name		Email		Date of Birth	
	Address					
	Mobile Number		Height		Weight	

2	<b>Medical</b> - List any medical conditions or allergies, even if you think they may be irrelevant

3	<b>What would you like to do on your DIG-a-Day Experience?</b> <a href="#">Click to Find Out Why We Require this Information</a>	<b>Fitness</b>
		Very Fit
		Fairly Fit
		Unfit
	Have you driven/operated any type of plant/diggers before?	
	Would you like to see the other animal residents on the farm?	
If your guide feels that safety is a risk they will step in and take control of the excavator. We do not participate in driving lessons. We offer pleasure driving and an experience with our diggers		

4	<b>Your Guests</b> <a href="#">All persons taking part as a spectator at the farm must be noted on form</a> No children allowed as spectators unless supervised by a responsible parent/guardian.		
	<b>Guests are not allowed to walk around the farm unescorted</b>		
	1	2	3

5	<b>Abbreviated T&amp;C's &amp; Acknowledgement Declaration</b> Blackstone is a working farm and as such is rough terrain, in so much that you are responsible for your feet! It is your responsibility to look where you are walking. Please mind your step! <b>Plant /Diggers are dangerous equipment and the participant, parent or guardian understands that any injuries sustained will be the responsibility of the participant, parent or guardian.</b>
	I have read the Booking Terms & Conditions, Release & Waiver of Liability, Assumption of Risk and Indemnity carefully and fully <b>understand</b> that by signing this form I am agreeing to the conditions as they are stated. I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law

Tick Box to confirm you have read the <a href="#">full Terms &amp; Conditions, Liability, Risk, Release &amp; Hold Harmless Agreement</a>		
Participant Name		Date
Participant / Guardian Signature		Relationship to Child (if applicable)

REUTRN FORM 10 DAYS BEFORE BOOKED DATE

**PARTICIPANT, PARENT, GUARDIAN OR RESPONSIBLE PERSON MUST COMPLETE & SIGN FORM**

## Photos Taken on the Day

- Photos taken by RS Duncan can be used to update our websites, Facebook, twitter or other multimedia and advertising. If Photos are not to be used this must be noted on the participants information form in writing.

## Privacy Policy

- RS Duncan uses and protects any information that you give us when you use our website and booking forms. We require this information to understand your needs and provide you with a better service. We **DO NOT** store payment/credit card details, our full privacy policy can be downloaded from our web site or viewed at the office.

## Intoxicating Substances and Alcohol

- No smoking, at any time, on the premises.
- Consumption of alcoholic beverages is banned from the confines of Blackstone Farm. Person(s) found to be drinking/intoxicated will be asked to leave the farm immediately
- Illegal substances; if brought or found on the premises belonging to any individual will be reported immediately to the police

## Consequential Loss of Equipment

- Loss of any equipment loaned to the individual using **RS Duncan** service is responsible for the replacement of the equipment at the current market value. Replacement of Lost item(s) must be of equal or better quality and is approved by a partner.

## COVID-19

- For the purpose of the health protection of all staff, volunteers and visitors, **NO** person suspected of being COVID-19 infected should access Blackstone Farm
- Face coverings supplied by participant must be worn during the safety induction. The face covering can be removed when in the excavator or when on top of the Clydesdale riding, but must be worn when within the vicinity of any of our staff. All participants agree if the guide or a member of Blackstone team feel that safety is a risk they will step in within the current Scottish social distancing rules to assist. All participants take part at their own risk as with our current hand, face and space procedure.

## Liability and Risk

It is recognised that horse/animal or digger equipment activities are hazardous to participants, regardless of all feasible safety measures which can be taken; each participating in an equestrian/excavator activity expressly presumes the risk and legal responsibility for any injury, loss or damage to person or property which results in an equestrian/excavator activity, on or around a horse, animal, excavator digger or equipment and the farm confines or site we are using. We also advise for your own protection each participant takes out additional dangerous **sport insurance** independently. Personal sports insurance gives you cover in the unfortunate event of any mishap. Personal insurance is not mandatory to participate but recommended. **Participants interact with excavators and all animals at their own risk. Participants ride and drive the horses at their own risk**

- Vehicles Parked at Owners Own Risk. **RS Duncan** & management takes no liability or responsibility for your vehicle whilst parked within Blackstone Farm premises and your own personal effects/belongings within your vehicle whilst in the vicinity of Blackstone farm premises

## Release and Hold Harmless Agreement

- The participant/responsible person acknowledge, understand, appreciate and accept these and other risks are inherent in the activities which are involved participating and working around excavator digger[s], horses[s], animals[s], and stable facilities, on the farm. The risks may include but are not limited to, damage to personal property, illness, bodily injury, trauma, or death resulting from a fall or being in close proximity to excavator digger[s], horse(s) or other farm animals or equipment
- The Individual further understands that participants can be injured in the normal course of events while participating and therefore agree to indemnify and hold harmless Firm of **RS Duncan**, its employees, interns, volunteers, or any dependent help and further release them from any accident, injury, damage or death to the participant, property, horse the participant owns, any family member or spectator accompanying the participant while on the premises of Firm of RS Duncan and off the premises whilst participating in an activity.
- The participant understands that by filling out the booking form and taking part in the activities offered by **RS Duncan** that is agreed that **ALL** terms and conditions are accepted and your participation is voluntary and knowingly assume full **RESPONSIBILITY** for any risk of **BODILY INJURY, COVID-19, DEATH OR PROPERTY DAMAGE** arising out of or relating to the activities whether caused by **NEGLIGENCE** of Firm of RS Duncan or otherwise.
- Severability: When signing the booking form the participant or responsible person **HEREBY** agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity agreement extends to all acts of negligent rescue operations or procedures by Firm of **RS Duncan**, is intended to be as broad and inclusive as is permitted by the laws of Scotland in which the activities is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

# Firm of RS Duncan T/A Blackstone Clydesdales

## Terms and Conditions

All orders, gift vouchers, ride outs, accepted by RS Duncan are accepted subject to the following terms and conditions, which shall form part and govern the contract of use of horse(s) or equipment. No representative of RS Duncan has the authority to vary these conditions unless accepted in writing by a Proprietor of RS Duncan.

### **Payment, Price, Safety and Complaints**

- **RS Duncan** reserves the right to vary the quoted price for the goods by upwards additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions to the quoted price
- The Management reserve the rights and the decision of who may partake in any experience or which **RS Duncan** may hold and host. Company Terms and Conditions Apply. Company Policies Apply. Errors & omissions accepted.
- All payment for experience due in advance. Payment is to be made in sterling. Payment for Time or Gift Voucher is **NON refundable** and valid for six months from date of purchase.
- A minimum requirement of 48 Hours' notice must be given for all cancellations. If less than 48 hours' notice no rebooking will be offered for the cancelled experience, at the discretion of a partner
- Time or Vouchers are valid for Six Months from payment and have an expiry date, time or vouchers over the expiry date cannot be used to book the experience
- An adult will complete cancellations in all instances verbally. If you send an e-mail, text or message cancellation it still must be backed up with a cancellation telephone call. **Children cannot cancel bookings.** Failure to comply will result in you time/voucher being void for use.
- If you wish to make a complaint over your own or your child's experience, put the complaint in writing (with your name, address and telephone number) and hand it to a member of staff in the Office of **RS Duncan**.
- Disclaimers must be fully completed by individuals wishing to participate in an experience or ride. Non-completion or omission of the form by the individual will make it impossible for that person to be involved in the experience.

**RS Duncan** partner Margaret Duncan will investigate any complaint lodged and if upheld an appointment will be made for you where she will deliver her findings.

### **Unforeseen Incidents**

**Unforeseen Incidents can take place during the experience which we have no control over as horses can react unpredictably. This in turn may mean an experience may run late. Do not under any circumstances complete the following:**

- Deposit your child and leave, you are abandoning your child without due care. Stay with your child until the guide(s) meets you at the reception. Once the Health & Safety paperwork is checked for the experience and only then you can leave or you are also welcome to wait on the farm for their experience to be completed.
- Enter the premises and take a horse out of its stall. This is strictly prohibited unless you are accompanied by a member of RS Duncan staff
- Wander around **Blackstone Farm** premises without an escort

You are in breach of our Health and Safety protocols if you proceed with any of the above points.

Once your booking is confirmed by **RS Duncan**, it is advisable that you ensure you know how to get to us on the day of your experience. If you are late or get lost, we cannot accept responsibility. Clear directions are given or are available on our website, with a supplied postcode for SATNAV users or google map link

- If the experience runs over, please stay around for your child/ward until the experience has finished. Do not, under any circumstance, abandon your child / ward.
- Force Majeure. "Force majeure" means any event, which we the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. When a major road/motorway is closed or traffic delays for any reason, we cannot accept blame for the customer being late
- All our Staff are here to help you. We will most certainly not tolerate aggressive or abusive behaviour. Abusive and aggressive customers or members of the public who behave in this manner will be asked to immediately leave the premises, forfeiting any right to be involved in our experiences.

### **Availability of Day and Time**

- **RS Duncan** will use its best endeavours to accommodate everybody with time or vouchers, however, we have a first come first served policy. If, due to non-availability of a suitable day, or any other causes beyond **our** control, it shall be at RS Duncan's liberty to determine the contract or part thereof by giving notice in writing to the purchaser.

# Firm of RS Duncan T/A Blackstone Clydesdales

## Booking Information

Please read the following carefully to understand our views and practices

This information forms part of the terms and conditions of Blackstone Clydesdales and DIG-a-Day Experience.

**Participant Weight Restrictions for riding only** Please do not underestimate your weight as we will question your weight at your health and safety induction. We reserve the right to weigh all participating riding guests (always confidentially)

➤ **Accomplished rider** up to **18stone [252lb/114kg]**. **Novice/Beginner rider** up to **15stone [210lb/95kg]**

### ➤ **Why we require to know your Riding Experience, Confidence and Fitness**

- This information is used to match you to a suitable Clydesdale and guide. You are responsible for completing the participant form as accurately and as truthfully as possible and under no circumstances to **exaggerate** ability or **fitness** levels or information you provide. Please be truthful, this will also be discussed on the day.
- When riding the Clydesdales and your ability is not as good as you have stated on your participant information form or has been exaggerated and we feel you could be putting yourself or group/party at risk, due to your lack of control, after due consideration and discussion we reserve the right to keep your experience to the outdoor arena or may feel it necessary to remove you from the activity if riding at the beach or Estate. If this is the case, we will not refund any monies.

### **Clothing**

- Comfortable hardwearing outdoor clothing: suitable for the time of year. Waterproofs or sun protection when required. Long trousers when riding. Then farm can be mucky
- Footwear: sensible sturdy fully enclosed boots with a small heel. **We do not stock footwear at the farm. If you do not have suitable footwear you cannot participate in riding.**
- When riding Safety Hat to current safety standards. We have a range of safety hats available for hire for a small cost, which can be booked in advance. Unfortunately, if the hat doesn't fit you cannot ride. You will **not be allowed** to ride without appropriate footwear and clothing.

### **Weather Restrictions**

- The activities will only be cancelled due to extreme weather conditions or to run the activities safely, in which case you will be notified in advance. Likely weather to stop the activities are snow, ice, lightning and/or high winds. If this is forecast, please contact us as late as possible before setting off to check that the activities will be able to run.

### **Spectating Guests**

- One spectating guest permitted with the voucher/time holder free of charge, visitors are welcome to hang at the farm until the experience has finished, however there is not a lot to do on the working farm unless they are involved in one of our experiences, spectating visitors have limited access without a staff member. Or we can direct guests to our local Town, village or Estate to take in the sight's cafe/restaurant or pub. Please add any guests to your participant information form.
- **Guests are not allowed to walk around the farm unescorted; No children allowed as guests of participants.**

### **First Aid**

- We do not offer first aid on the farm. If the unthinkable happens and you require aid we would ask a member of your party to assist or we would call for an ambulance.

### **Your and our animal's health**

- All visitors to follow our biosecurity procedures on the farm. This requires you to dip your feed in a container of disinfectant.
- No food to be consumed while on the farm or around animals.
- It is important that you wash your hands thoroughly with soap and water after working with Animals, Birds & Equipment on the Farm. All animals, including birds, naturally carry microorganisms that can cause ill health in humans
- Anti-bacterial gels and wipes do not offer the same level of protection as through hand washing, please do both.
- Always wash and sanitised hands thoroughly before eating and drinking.

**Children on the Farm.** Due to several reasons and the fact that Blackstone Farm is A WORKING FARM, we have found it necessary to introduce the following rules regarding the presence of children on the Farm.

- Children can participate in riding as long as the child can sit unaided in the saddle and the safety hat fits.
- Children under the age of 9 years are **NOT ACCEPTED** on an experience without the presence of a responsible adult on the farm. Equally we will not take any participant under 16 years of age unless accompanied or has permission by a responsible adult, parent or guardian.
- Children are **NOT** permitted to bring child friends with them as visitors/spectators

All Children between the ages of 9-15year of ages **MUST** be signed in and out of the farm by a parent or guardian if being left unsupervised and are **ONLY** accepted on the Farm, when they are fully aware of the dangers of being in close proximity to excavators or animals and the parent or guardian has read and signed the T&C's and wavier.

The above rules apply to ALL youngsters on the Farm. Parents will be contacted to come and remove immediately any children found to be on the Farm contrary to the above rules