

# WILD THINGS! TERMS & CONDITIONS



Please read these terms & conditions carefully before completing and returning our booking form. If you have any questions about them please do not hesitate to contact us.

“Wild things!” means Wild things! Environmental Education in Action, Findhorn Village Centre, Church Place, Findhorn, Forres, IV36 3YR

## 1. Agreement

Agreement on the basis of these terms & conditions arises upon fulfilment of the following:

- a) receipt by Wild things! of a properly completed booking form accompanied by the payment or deposit as specified by that booking form.
- b) clearance of payment or deposit into Wild things! bank account.

Wild things! reserves the right, in its absolute discretion, to refuse to accept a booking. In such circumstances no agreement arises and Wild things! will return any payment accompanying the booking form. The agreement is between Wild things! and the client(s) and is the sole agreement between those parties. No variation of these terms & conditions shall be applicable unless agreed in writing by Wild things! before the relevant course. The person completing the booking form shall be deemed to sign that form for his/herself and as an agent for all other persons listed on that form and warrants that he/she is appointed agent for that purpose.

## 2. Payment

Full payment of the course is due no later than 4 weeks before the commencement of the course. If not so paid Wild things! reserves the right to treat the agreement as cancelled by the client(s) pursuant to clause 3 below. Bookings made within 4 weeks of the course must be accompanied by payment in full.

## 3. Cancellation by client

If the booking is cancelled by the client(s) (for any reason) the following cancellation charges will arise:

- a) cancellation more than 8 weeks before the start of the course deposit is forfeited
- b) cancellation 4 – 8 weeks before the start of the course 50% of the course fee is payable.
- c) cancellation less than 4 weeks before the course 100% of the course fee is payable.

The client(s) acknowledges that it is reasonable for such penalties to arise, given the need for Wild things! to make preparations for the course substantially in advance of the course and the difficulty in replacing participants so close to the start of an event.

## 4. Cancellation/variation of a course by Wild things!

A Wild things! course is, by its nature, exposed to natural variables, including the weather. Whilst every reasonable effort is made to deal with (and learn from) such contingencies there may be occasions when Wild things!, through no fault of its own, is forced to cancel or vary a course at short notice. All Wild things! courses benefit from the presence of a critical number of participants. If Wild things!, in its absolute discretion and without need to give reasons, determines that a critical number will not be present it reserves the right to cancel the course at short notice. In the event of the cancellation of a course then the client will be offered the opportunity to participate in a comparable Wild things! course on another date. The client acknowledges that all circumstances in which Wild things! may be forced to alter or cancel a course, resulted from factors beyond Wild things! control and accepts that Wild things! will not be liable for any losses arising as a result of cancellation or alteration.

## 5. The conduct of a course

The clients acknowledges that during a Wild things! course he/she is required to comply with reasonable instructions and leadership of Wild things!, save that parents, teachers and those in comparable roles in respect of children attending a Wild things! course must maintain control of those children, to the satisfaction of Wild things! The client acknowledges that persons attending a Wild things! course are entitled to a high standard of conduct and regard for personal well being on the part of all clients. For this reason the client accepts that Wild things! may, in its absolute discretion and without the need to give reasons, arrange for him/her to be removed from the Wild things! course. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control of children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of a Wild things! course. In such circumstances the client will not be entitled to a refund of monies nor will Wild things! be liable for any losses so resulting. The client will on demand reimburse Wild things! its reasonable costs of effecting his/her removal.

## 6. Liability

The majority of Wild things! courses take place in the open countryside and are by their very nature not absolutely free from hazard. Wild things! makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risks as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without Wild things! being at fault and accepts the he/she is taking part in a Wild things! course at his/her own risk. Wild things! will not be liable for any loss or injury sustained by a client during a course save where such loss or injury arises as a result of negligence on the part of Wild things! The client acknowledges that other loss, damage or expense (including, without limitation, loss of money, loss or damage of clothes and possessions, losses arising on the cancellation of a booking and the expense of delay) however arising is not the responsibility of Wild things! and Wild things! liability is hereby limited.

## 7. Insurance

Wild things! is covered to a level of £5,000,000 for Public Liability. The client is also advised to provide their own personal insurance cover where applicable.

## 8. Complaints

In the unlikely event that a client has cause for complaint about a Wild things! course, the complaint should be made to a representative of Wild things! during the course in order that the corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a Wild things! course but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days of the relevant Wild things! course.

## 9. Subsequent instruction by client(s)

Although all Wild things! courses are taught by highly experienced and capable leaders, it is not intended that any instruction provided to any clients while on a course will in any way qualify that/those clients to instruct any third party. Wild things! hereby excludes any liability it might have to any third party in respect of any loss or damage suffered or incurred by that third party in its reliance on any skills taught by any clients on the basis of having attended any Wild things! courses.

## 10. Insolvency and Cancellation by Wild things!

In the unlikely event that Wild things! becomes insolvent all monies will be refunded in full.

## 11. Data Protection

Wild things! shall process personal data fairly and lawfully. Personal data collected from a clients will only be used for the purposes of the course and will be kept for no longer than is necessary for that purpose, unless the clients has specified that they wish to be notified of future courses, in which case their name and contact details will be entered on our database and used for this purpose only. By agreeing to these Terms & Conditions the clients is giving us consent to the processing of personal data.