

TERMS & CONDITIONS OF BOOKING

Wild BUSHCRAFT COMPANY LTD, Babbinswood Farm, Whittington, Oswestry SY114PF

1. AGREEMENT

Agreement on the basis these terms and conditions arise upon the fulfilment of all of the following: receipt by *Wild Bushcraft Company Ltd* of a course deposit as specified to the course or event; clearance of the payment or deposit into *Wild Bushcraft Company Ltd* bank account; acceptance by *Wild Bushcraft Company Ltd* in writing. *Wild Bushcraft Company Ltd* reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and *Wild Bushcraft Company Ltd* will return any payment accompanying the booking. The agreement is between *Wild Bushcraft Company Ltd* and the client(s) and is the sole agreement between these two parties. No variation of these terms and conditions shall be applicable unless agreed in writing by *Wild Bushcraft Company Ltd* at the time of booking. The agreement is governed by English and Welsh law.

2. BOOKING AND PAYMENT

Once both parties have agreed a date and programme we will hold your course dates for up to 14 days. We will confirm that your course/event is reserved and you will be sent a request for a 25% deposit invoice. The remaining 75% will be due 4 weeks before the course/event start date. If the course/event start date is less than 4 weeks away no deposit is taken in this case, and the full amount is payable. If either your deposit or final balance payment is more than 2 weeks overdue, this will be a breach of contract between us, and Wild Bushcraft Company Ltd reserves the right to treat the agreement as cancelled by the client(s) and make a cancellation charge of 25% of the course/event value.

3. AMENDENTS TO BOOKING

We will endeavour to accommodate amendments to bookings, but cannot guarantee that it will be possible. *Wild Bushcraft Company Ltd* can only accept written requests (mail, email or fax) for amendments, requests may be telephoned in initially but must be followed up in written form.

4. AMENDENTS TO GROUP BOOKINGS

For group bookings *Wild Bushcraft Company Ltd* appreciates that final numbers will not always been known at the time of booking. Amendments to bookings which take the number of participants below the minimum course/event number of 10 will not be accepted. If you have agreed a course/event number with *Wild Bushcraft Company Ltd* with fewer than 10



participants then this will be regarded as the minimum course/event number and amendments to participant numbers below this will not be accepted. Any amendments within 4 weeks of the course/event start date will be at the discretion of *Wild Bushcraft Company Ltd*.

5. CANCELLATION BY CLIENT(S)

If the booking is cancelled by the client(s) (for any reason) the following cancellation change will arise: Cancellation more than 8 weeks before the course/event: 100% of deposit payable. Cancellation between 8 and 4 weeks before the course/event: 60% of total cost payable. Cancellation less than 4 weeks before the course/event 100% of total cost payable. The client acknowledges that it is reasonable for such penalties to arise, given the need for *Wild Bushcraft Company Ltd* to make preparations for a course/event substantially in advance of the course.

6. PRICES

Whilst every effort is made to limit prices to those given in the booking, *Wild Bushcraft Company Ltd* reserves the right to alter prices should its costs in hosting a course increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport and materials). In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price. In the event of the price being thus increased by 15% or more the client may opt to cancel the booking and will then be entitled to a refund of all monies paid.

7. COURSE DATE CHANGES

Should a client wish to change the dates of their course/event, where there is a place available, an administration fee of £50.00 will be charged to transfer.

8. VARIATION OF A COURSE BY THE BUSHCRAFT COMPANY LTD

Wild Bushcraft Company Ltd courses and events are, by their very nature, exposed to natural variables, including the weather. Whilst every reasonable effort is made to deal with (indeed to learn from) such contingencies there may be occasions when Wild Bushcraft Company Ltd, through no fault of its own, is forced to vary or modify a course/event itinerary or date at short notice or decides to do so in order to mitigate against natural circumstances. The client acknowledges that information about courses and events provided by Wild Bushcraft Company Ltd are given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify a course or event itinerary and/or date and that in such circumstances it is not reasonable for Wild Bushcraft Company Ltd to be liable



for any losses consequential on such a change and that Wild Bushcraft Company Ltd liability is limited accordingly.

9. THE CONDUCT OF A COURSE

The client acknowledges that during *Wild Bushcraft Company Ltd* course/event he/she is required to submit to the reasonable instructions and leadership of *Wild Bushcraft Company Ltd*, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of *Wild Bushcraft Company Ltd*. The client acknowledges that persons attending a *Wild Bushcraft Company Ltd* course/event are entitled to expect high standard of conduct and regard for personal wellbeing on the part of all clients. For this reason the client accepts that Wild *Bushcraft Company Ltd* may, in absolute discretion and without the need to give reasons, arrange for him/her to be removed from a course, if necessary against his/her will. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of the course. In such circumstances the client will not be entitled to a refund of monies and *Wild Bushcraft Company Ltd* will not be liable for any losses so resulting. The client will on demand reimburse *Wild Bushcraft Company Ltd* its reasonable costs of effecting his/her removal.

10. LIABILITY

Wild Bushcraft Company Ltd course/event take place in the open countryside and are by their very nature not absolutely free from hazard. Wild Bushcraft Company Ltd makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risk as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without Wild Bushcraft Company Ltd being at fault and accepts that to that extent he/she is taking part in a course/event run by Wild Bushcraft Company Ltd at his/her own risk. Wild Bushcraft Company Ltd only accepts liability for physical injury to a client that is shown to result from negligence on the part of Wild Bushcraft Company Ltd. The client acknowledges that other loss, damage and expense (including without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and the harm caused other than by negligence of Wild Bushcraft Company Ltd) however arising is not the responsibility of Wild Bushcraft Company Ltd and Wild Bushcraft Company Ltd liability is hereby limited.

11. COMPLAINTS

In the unlikely event that a client has cause for complaint about a course/event run by *Wild Bushcraft Company Ltd*, complaint should be made to a representative of *Wild Bushcraft Company Ltd* during the course/event, in order that corrective action can, if necessary, be



taken. The client acknowledges that it is unreasonable to take no action during a course/ event but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law *Wild Bushcraft Company Ltd* will not be liable in respect of claims first intimated later than 28 days from the close of the relevant course.

12. TRAVEL DOCUMENTS

The client is solely responsible, where necessary, for ensuring that he/she has all necessary valid travel documents and travel insurance.

13. CONSENT FORM

The client acknowledges that they must sign and complete a consent form from *Wild Bushcraft Company Ltd* upon commencement of the client's course.

14. SUBSEQUENT INSTRUCTIONS BY CLIENT(S)

Although, as stipulated above, all *Wild Bushcraft Company Ltd* c course/event are taught by highly experienced and capable leaders, it is not intended that any instruction provided to any client(s) while on a course/event will in any way qualify that/those client(s) to instruct any third party and no warranty is made to that effect. *Wild Bushcraft Company Ltd* 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 client(s) on the basis of having attended any *Wild Bushcraft Company Ltd* course/event.

15. CONFIDENTIALITY AND NON-SOLICITATION

Unless required by law, neither party shall disclose the other's Confidential Information to any person or entity.

16. CHANGES TO THIS AGREEMENT

Wild Bushcraft Company Ltd reserves the right to update the Terms & Conditions at any time, without notice.