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Birchwood Learning

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Birchwood Learning Terms and Conditions

Please read this information carefully before making a booking with Birchwood Learning. These terms and conditions form the basis of a contract between Birchwood Learning and the client(s) and are not subject to variation without the written consent of Birchwood Learning. This agreement is binding once a completed and signed booking form has been submitted to and acknowledged in writing by Birchwood Learning to the named client(s). If you have any questions about our terms and conditions please do not hesitate to contact us on the details above.

1. Booking and Payment

Bookings will be confirmed on receipt of a fully complete and signed booking form from the client. Payment in full is required 28 days before the course start date, unless otherwise stated on the booking form. Failure to pay fully within this timescale may forfeit your booking. Birchwood Learning reserves the right to refuse any booking without the need to give reason. In this case no agreement is formed and any payment will be returned to the client in full.

2. Cancellation by Client

If a client cancels their booking more than 28 days before the start date of the course, course fees will be refunded less a £30 administration fee. If a client cancels their booking 28 days or less before the course start date then 100% of course fees are forfeited. If a client fails to pay the full course fees 28 days prior to their course start date, Birchwood Learning will assume the client has cancelled and their booking will be forfeited.

3. Cancellation and/or Variation of Course by Birchwood Learning

The natural world is a dynamic and sometimes unpredictable system by its very nature. The client acknowledges that information about courses is given in good faith; however course content and timings are subject to change at the discretion of Birchwood Learning staff. Whilst every reasonable effort will be made to deliver course content as scheduled, clients recognise that on occasions contingency plans may need to be followed. In such circumstances it is not reasonable for Birchwood Learning to be liable for any losses. Birchwood Learning reserves the right to cancel courses. Whilst every reasonable effort is made to run courses as planned, there may be occasions such as extreme weather or staff illness that force cancellation of a course. In this unlikely event a full refund will be given to clients or booking transferred to another course of equal value.

4. Client Conduct*

Birchwood Learning expects clients to act in a reasonable manner during the course for the safety, wellbeing and enjoyment of all participants. In particular;

- a. Clients will comply with all reasonable instruction and directions given by Birchwood Learning staff.
- b. Clients are able to meet the rigours of the course (physically and mentally) and have made Birchwood Learning aware of any relevant medical conditions and information to be used in an emergency. If in doubt, clients are advised to consult their GP before booking.
- c. Clients are not permitted to bring or use their own tools during the course (unless specified otherwise on course materials).
- d. Clients are not permitted to light fires without the permission of Birchwood Learning staff and fires are never left unattended.
- e. No alcohol or non-prescription drugs are permitted on site and intoxication will not be tolerated.
- f. Clients are responsible for bringing adequate outdoor clothing and equipment. Guidance will be given as part of pre course information.
- g. Clients will take reasonable care of tools and equipment issued during the course, and will be liable for any damage or breakages.
- h. Aggressive and/or discriminatory behaviour, abusive and/or foul language will not be tolerated.

Failure to comply with the above may result in clients being removed from a course without refund. In addition, parents, guardians, teachers and others with a duty of care, are responsible for children adhering to the above.

Insurance

Birchwood Learning is covered to a level of £5,000,000 public liability insurance with a reputable Outdoor Activity insurer. A copy of the insurance certificate can be provided on request. Birchwood Learning recommends that clients consider taking out their own personal insurance for activities.

Liability

By the very nature of the outdoor environment, it is comprised of inherent risk. Birchwood Learning recognises the benefits of appropriate levels of risk in course activities and works to manage these risks reasonably. Clients accept that accidents, including serious injury and death, can occur without Birchwood Learning being at fault and are taking part in activities at their own risk. Birchwood Learning only accepts liability for physical injury to a client that is shown to result from the negligence of Birchwood Learning. The client acknowledges that other injury, loss, damage and expense (including; loss or damage of personal possessions, money, clothing, equipment and vehicles, loss of fees due to cancellation by client, injury from activities not under instruction or not following given instructions of Birchwood Learning staff) however so arising is not the responsibility of Birchwood Learning. Birchwood Learning will not be responsible for accidents, injury or loss occurring to any third parties taught by attendees of Birchwood Learning courses.

Complaint

In the unlikely event that a client has cause to make a complaint about a Birchwood Learning course, complaint should be made at the time to a member of Birchwood Learning staff, so that corrective action can be taken if appropriate. The client accepts that it is unreasonable to take no action during a course but complain later. If an issue remains unresolved a complaint should be made in writing within 28 days of the course finish date. Birchwood Learning will not be liable in respect of any complaints received after this time.

Photographs**

The client agrees that any photographs taken by Birchwood Learning during the course may be used in Birchwood Learning promotional material, either printed or on the internet unless expressly asked not to.

Changes to this agreement

Birchwood Learning reserves the right to update these Terms and Conditions at any time, without notice.

**An exception to this point would be when working with a specific client group who have emotional and behaviour difficulties. On this occasion a separate code of conduct and behaviour management agreement will be negotiated before the course commences.*

***This refers to adults only. Parental/Guardian consent will be sought for taking photographs of children.*