

# **ForestLore UK - Terms and Conditions 2007**

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*Please read these terms and conditions carefully before completing and returning our booking form. Once a completed booking form has been accepted in writing by ForestLore UK, all the persons named on the booking form will have entered into a binding contract on the basis of these terms and conditions. If you have any questions about them please don't hesitate to contact us.*

### **1: Definitions**

“ForestLore UK”, is a sole trader business owned by Ben Langler. “The client” means the person or persons named on the booking form. “ForestLore UK Event” means one of ForestLore UK’s instructional experiences. “Booking form” means one of ForestLore UK’s booking forms.

### **2: Agreement**

Agreement on the basis of these terms and conditions arises upon the fulfilment of all of the following: receipt by ForestLore UK of a properly completed booking form accompanied by the payment or deposit specified by that booking form; clearance of payment or deposit into ForestLore UK’s bank account; acceptance by ForestLore UK in writing.

ForestLore UK 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 ForestLore UK will return any payment accompanying the booking form.

The agreement is between ForestLore UK and the client and is the sole agreement between those parties. No variation of these terms and conditions shall be applicable unless agreed in writing by ForestLore UK before the relevant ForestLore UK Event.

The persons signing the booking form shall be deemed to sign that form for him/herself and as agent for all other persons listed on that form and warrants that he/she is appointed agent for that purpose.

The agreement is governed by English law.

### **3: Payment**

The deposit for a ForestLore UK Event is 50% of the total fee for that particular event, full payment should be sent along with the booking form 3 weeks before the start of the ForestLore UK Event. If not so paid, ForestLore UK reserves the right to treat the agreement as cancelled by the client pursuant to clause 5, below

### **4: Prices**

Whilst every effort is made to limit prices to those given on the website, ForestLore UK reserves the right to alter prices should its costs in hosting a ForestLore UK event 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 will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as the original price.

In the event of the price being increased by 15% or more the client may opt to cancel the booking and will be entitled to a refund of all monies then paid.

### **5: Cancellation by client**

If the booking form is cancelled (for any reason) the following cancellation charge will arise:

Cancellation more than 3 weeks before the ForestLore UK event deposit forfeited

Cancellation less than 3 weeks before the ForestLore UK event 100% of the fee is payable

And the client acknowledges that it is reasonable for such penalties to arise given the need for ForestLore UK to make preparations for a ForestLore UK event substantially in advance of the date of the event.

**6: Cancellation/Alteration of a ForestLore UK Event by ForestLore UK**

A ForestLore UK Event by its nature takes place outdoors, and as such is at the mercy of of natural variables, including weather. Whilst every reasonable effort is made to deal with such contingencies there may be occasions when ForestLore UK, through no fault of its own, is forced to cancel a ForestLore UK event before it starts but at a short notice. In these circumstances the client will be offered the option of the return of monies paid, or the opportunity to participate in a comparable ForestLore UK event at another date.

Similarly there maybe occasions when, for no fault of its own, ForestLore UK is forced to bring a ForestLore UK event to an early close. In these circumstances the client will be offered the opportunity to participate in a ForestLore UK event of comparable duration to the time lost, at no extra cost.

A ForestLore UK event is in part a social event and benefits from the presence of a critical number of persons. If ForestLore UK, 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 a ForestLore UK event at short notice. In these circumstances the client will be offered the option of the return of monies paid or the opportunity to participate in a comparable ForestLore UK event at another date.

The client acknowledges that all the circumstances in which ForestLore UK may be forced to alter or cancel a ForestLore UK event resulted from factors beyond ForestLore UK's control. In return ForestLore UK undertaking to give the maximum amount of notice that circumstances allow, the client accepts that ForestLore UK is not liable for any losses arising as a result of cancellation or alteration.

**7: The conduct on a ForestLore UK event**

The client acknowledges that during a ForestLore UK event he/she is required to submit to the reasonable instructions and leadership of ForestLore UK, save the parents, teachers and those in comparable roles in respect of the children attending a ForestLore UK event must maintain control of those children, to the satisfaction of ForestLore UK.

The client acknowledges that persons attending a ForestLore UK event are entitled to expect a high standard of conduct and regard for personal well being on the part of all clients. For this reason the client accepts that ForestLore UK may, in its absolute discretion and without the need to give reasons, arrange for him/her to be removed from a ForestLore UK event, 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 a ForestLore UK event.

In such circumstances the client will not be entitled to a refund of monies and ForestLore UK will not be liable for any losses so resulting. The client on demand will reimburse ForestLore UK its reasonable costs of effecting his/her removal.

**8: Liability**

ForestLore UK events take place in open countryside and are by their nature not absolutely free from hazards. ForestLore UK makes every effort to minimise risks 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 ForestLore UK being at fault and accepts that he/she is taking part in a ForestLore UK event at his/her own risk.

ForestLore UK only accepts liability for physical injury to a client that is shown to result from negligence on the part of ForestLore UK.

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 expense of delay) however arising is not the responsibility of ForestLore UK and that ForestLore UK's liability is limited accordingly.

**9: Insurance**

The Client is strongly advised to take out personal insurance of the type available to holiday makers, to cover the risks ordinarily covered by such policies, including personal injury, loss of belongings and money and cancellation.

**10: Complaints**

In the unlikely event that a client has cause for complaint about a ForestLore UK event, the complaint should be made to a representative of ForestLore UK during the event in order that corrective action can, if necessary, be taken. The client acknowledges that is unreasonable to take no action during a ForestLore UK event but to complain later.

However should a problem not be resolved, complaint should be made in writing within 28 days of the relevant ForestLore UK event. To the extent permitted in law ForestLore UK will not be liable in respect of claims first intimated later than 28 days from the close of the relevant ForestLore UK event.

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