

## **The Outrageous Nature Company CIC - Terms and Conditions**

Please read this information carefully before making a booking with The Outrageous Nature Company. These terms and conditions form the basis of a contract between The Outrageous Nature Company and the client(s) and are not subject to variation without the written consent of The Outrageous Nature Company. These terms and conditions set the agreement for all programmes & services that the Outrageous Nature Company provides, unless specifically stated on the programme/service details. If you have any questions about our terms and conditions please do not hesitate to contact us.

### **1. Booking and Payment**

Bookings will be confirmed on receipt of a fully complete and signed booking/registration form from the client. It is the client's responsibility to ensure that they understand the requirements of the course/programme/sessions and to ensure the booking/registration form is completed accurately. Incomplete or inaccurate forms submitted may not be accepted and forfeit your booking/place. Payment in full is required 28 days before the course/programme start date. Failure to pay fully within this timescale may forfeit your booking/place. Booking agreements are with the named client on the booking/registration form and are non-transferable. The Outrageous Nature Company 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/programme, course/programme fees will be refunded less a £30 administration fee. If a client cancels their booking 28 days or less before the course/programme start date then 100% of course/programme fees are forfeited. If a client fails to pay the full course fees 28 days prior to their course/programme start date, they will remain liable for the full fees and their booking may be forfeited.

### **3. Cancellation and/or Variation of Course/Programme by The Outrageous Nature Company**

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

### **4. Client Conduct\***

The Outrageous Nature Company expects clients to act in a reasonable manner during the course/programme for the safety, wellbeing and enjoyment of all participants. In particular;

- a. Clients will comply with all reasonable instruction and directions given by The Outrageous Nature Company staff &/or session facilitator.
- b. Clients should ensure they are familiar with the demands and expectations of the course/programme and have made The Outrageous Nature Company 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/registering.
- c. Clients are not permitted to bring or use their own tools during the course/programme/sessions (unless specified otherwise on course materials)
- d. Clients are not permitted to light fires without the permission and guidance of The Outrageous Nature Company staff &/or session facilitator.
- e. Intoxication by alcohol or non-prescription drugs will not be tolerated.
- f. Smoking will only be tolerated in designated areas.

- g. Clients are responsible for bringing adequate outdoor clothing and equipment. Guidance will be given as part of pre session information.
- h. Clients will take reasonable care of tools and equipment issued during the sessions, and will be liable for any damage or breakages.
- i. 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/programme without refund. In addition, parents, guardians, teachers and others with a duty of care, are responsible for children/young people adhering to the above.

## **5. Prices**

Whilst every effort is made to limit prices to those given in the course/programme information fliers & prospectus, The Outrageous Nature Company reserves the right to alter prices should its costs in hosting training/programmes/sessions increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport, materials and venue hire). 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 then be entitled to a refund of all monies then paid.

## **6. Insurance**

The Outrageous Nature Company is covered to a level of £5,000,000 public liability insurance. A copy of the insurance certificate can be provided on request. The Outrageous Nature Company recommends that clients consider taking out their own personal insurance for activities.

## **7. Liability**

The Outrageous Nature Company recognises the benefits of appropriate levels of risk in course/programme activities and works to manage these risks reasonably. Clients accept that accidents, including serious injury and death, can occur without The Outrageous Nature Company being at fault and are taking part in activities at their own risk. The Outrageous Nature Company only accepts liability for physical injury to a client that is shown to result from the negligence of The Outrageous Nature Company. 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 The Outrageous Nature Company's staff) however so arising is not the responsibility of The Outrageous Nature Company. The Outrageous Nature Company will not be held responsible for accidents, injury or loss occurring to any third parties taught by attendees of The Outrageous Nature Company's courses/programmes.

## **8. Complaint**

In the event that a client has case to make a complaint about an Outrageous Nature course/programme, complaint should be made at the time to a member of The Outrageous Nature Company staff &/or session facilitator so that corrective action can be taken if appropriate. The client accepts that it is unreasonable to take no action during a course/programme but to complain later. If an issue remains unresolved a complaint should be made in writing within 28 days of the incident/dispute. The Outrageous Nature Company will not be liable in respect of any complaints received after this time.

## **9. Photographs\*\***

The client agrees that any photographs taken by The Outrageous Nature Company during the course/programme may be used in The Outrageous Nature Company's promotional material, either printed or on the internet unless expressly asked not to. We would appreciate clients being courteous to other participants if they wish to take their own photographs by asking consent.

## **10. Changes to this agreement**

The Outrageous Nature Company 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 particular needs. On this occasion a separate code of conduct and behaviour management agreement will be negotiated before the course/programme commences.*

*\*\*This refers to adults only. Parental/Guardian consent will be sought for taking photographs of children under 18 years.*