

WildWise Events Ltd - Terms & Conditions 2018

Please read these terms and conditions carefully before completing your booking. By completing a booking with us you will have entered into a binding contract on the basis of these terms and conditions. If you have any questions about them please do not hesitate to contact us.

1. Definitions

“WildWise” means “WildWise Events Ltd”; a limited Company registered no. 3893501. “The client” means the person or persons named on the booking form. “Wild Event” means one of WildWise’s instructional experiences. “Booking form” means one of WildWise Events Ltd booking forms.

2. Agreement: arises upon the fulfilment of the following:

- a) Receipt by WildWise of a completed booking notification accompanied by a payment of full fees or a deposit
- b) Clearance of the payment or deposit into WildWise’s bank account.
- c) Acceptance by WildWise via an online booking confirmation or via an email confirmation.
- d) WildWise 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 WildWise will return any payment accompanying the booking.
- e) The agreement is between WildWise 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 WildWise before the relevant Wild Event.
- f) The person completing the booking shall be deemed to be agreeing to these terms for him/herself and as agent for all other persons listed on the booking and warrants that he/she is appointed agent for that purpose.
- g) The agreement is governed by English law.

3. Payment

If a deposit is paid, the balance of the fees must be paid in full no later than 4 weeks before the start of the Wild Event, unless special conditions require the balance to be paid earlier. If the balance is not paid in time WildWise reserves the right to treat the agreement as cancelled by the client pursuant to clause 5, below. Bookings made within 4 weeks of the event start date must be accompanied by payment in full.

4. Prices

Whilst every effort is made to limit prices to those given in the booking form, WildWise reserves the right to alter prices should its costs in hosting a Wild Event increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport and materials).

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

5. Cancellation by client

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

- a) Cancellation *more than 4 weeks before the Wild Event starts* the deposit is forfeited. Where no deposit has been paid our equivalent standard deposit charge will be forfeited as follows:
 - a. £75 for public bookings
 - b. £150 for private bookings up to £750
 - c. £250 for private bookings of £750 or over
- b) Cancellation less than 4 weeks before the Wild Event 100% of the fee is payable

The client acknowledges that it is reasonable for such penalties to arise given the need for WildWise to make preparations for a Wild Event substantially in advance of the date of the event.

6. Cancellation/alteration of a Wild Event by WildWise

A Wild Event is at the mercy of natural variables, including the weather. Whilst every reasonable effort is made to deal with such contingencies there may be occasions when WildWise, through no fault of its own, is forced to cancel a Wild Event before it starts but 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 Wild Event on another date. Similarly there may be occasions when, for no fault of its own, WildWise is forced to bring a Wild Event to an early close. In these circumstances the client will be offered the opportunity to participate in a Wild Event of comparable duration to the time lost, at no extra cost.

A Wild Event is in part a social event and benefits from the presence of a critical number of persons. If WildWise, 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 Wild 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 Wild Event on another date.

All Wild Events are hosted by experienced and capable leaders, some of whom are known to the wider public. If a Wild Event is advertised as hosted by a recognised personality WildWise accepts that the client has the right to expect to meet that person. If he/she becomes unavailable the client will be offered the option of the return of monies paid or the opportunity to participate in a comparable Wild Event on another date. The client acknowledges that all the circumstances in which WildWise may be forced to alter or cancel a Wild Event resulted from factors beyond WildWise’s control. In return for WildWise undertaking to give the maximum amount of notice that circumstances allow, the client accepts that WildWise is not liable for any losses arising as a result of cancellation or alteration.

7. Transfers

Transfers may be permissible from one event to another with more than 4 weeks’ notice from the event start date. This is offered on a *discretionary basis* by WildWise and is subject to a £15 transfer fee per booking.

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8. The conduct of a Wild Event

The client acknowledges that during a Wild Event he/she is required to submit to the reasonable instructions and leadership of WildWise, save that parents, teachers and those in comparable roles in respect of children attending a Wild Event must maintain control of those children, to the satisfaction of WildWise. The client acknowledges that persons attending a Wild 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 WildWise may, in its absolute discretion and without the need to give reasons, arrange for him/her to be removed from a Wild 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 Wild Event. In such circumstances the client will not be entitled to a refund of monies and WildWise will not be liable for any losses so resulting. The client will on demand reimburse WildWise its reasonable costs of effecting his/her removal.

9. Photography

Photographs are occasionally be taken during our events for marketing and publicity purposes. These may include some photographs of participants. We assume participants (or their parents/guardians where appropriate) give permission for this unless notified to us in writing beforehand.

10. Liability

Wild Events take place in the open countryside and are by their very nature not absolutely free from hazard. WildWise 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 WildWise being at fault and accepts that he/she is taking part in a Wild Event at his/her own risk.

- a) WildWise only accepts liability for physical injury to a client that is shown to result from negligence on the part of WildWise.
- b) 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 WildWise and that WildWise's liability is limited accordingly.

11. Insurance

WildWise is covered to a level of £5,000,000 for Public Liability. 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.

12. Complaints

In the unlikely event that a client has cause for complaint about a Wild Event, the complaint should be made to a representative of WildWise during the event in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a Wild Event but to complain later. However should a problem not be resolved, complaint should be made in writing within 28 days of the relevant Wild Event. To the extent permitted in law WildWise will not be liable in respect of claims first intimated later than 28 days from the close of the relevant Wild Event.