

# EARTHCRAFTUK.

community interest company

## Booking Terms & Conditions 2020

This information should be read carefully before booking any course, activity, or freelance instructor with EarthCraftuk Community Interest Company. Upon completion, submission and acceptance in writing of the booking form, the clients named on the booking form will have entered into a binding contract on the basis of the following terms and conditions. Please contact us if you have any questions.

"EarthCraftuk" means Earthcraftuk Community Interest Company, Office: Scawsby Cottage, Betteshanger, Deal, Kent CT14 0NJ

### 1. Agreement

Any agreement based on the outline terms and conditions arises upon the fulfilment of the following:

- a) Receipt & clearance in EarthCraftuk's bank account of full payment or deposit in section 2 below and a fully completed booking form, a fully completed health form and acceptance by EarthCraftuk in writing.
- b) That the signature on the booking form is taken as the client attending the course or by a legally recognised agent of the client for and on their behalf. This agreement is governed by English Law.
- c) The agreement is between EarthCraftuk and the client(s) on the booking form and is the sole agreement between those parties.

d) EarthCraftuk reserves the right to refuse bookings to any party or individual without the need to give reasons solely at EarthCraftuk's discretion and we will return any payment accompanying the booking form.

### 2. Payment

**a) For individual course bookings.** full advance payment (non-refundable) is required at time of booking. Appropriate purchase order required if booking is to be invoiced.

**b) For corporate events or freelance instructor bookings.** Full advance payment (non-refundable) required at time of booking confirmation to secure date(s), unless alternative payment arrangements have been agreed. Appropriate purchase order required if booking is to be invoiced.

**c) For Forest School Programmes** Full advance payment (non-refundable) is required at time of booking unless alternative payment arrangements have been agreed. Appropriate purchase order required if booking is to be invoiced.

### 3. Prices

Whilst every effort is made to limit prices to those given on the booking form, EarthCraftuk 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.

#### **4. Cancellation of trees/gardens bookings/other practical outdoor work, individual course bookings, freelance instructors, corporate events and Forest School Programmes.**

Given the substantial preparation and/or commitment of labour time by EarthCraftuk prior to any course or booking, the client must be aware of the following conditions and therefore agrees to such:

- a) **For trees/gardens/other practical outdoor work** – cancellations of booked labour time within 28 days of the scheduled date for the work will result in 50% of the agreed labour costs being charged. Full payment will be charged if cancelled within 14 days of commencement of work to be carried out.
- b) **For individual bookings for EarthCraftuk courses and Forest School Leader Training** - cancellation more than 56 days prior to the commencement of the course, payment will be retained but it can be transferred to another course, subject to availability. Cancellation within 28 days prior to the commencement of the course, full course fee will be retained and no refund given. (Unless due to exceptional circumstances at EarthCraftuk's discretion)
- c) **For bookings of freelance instructors and corporate training events.** Should cancellation occur more than 56 days away from event date, the amount paid can be transferred to an alternative date(s) - subject to availability. Cancellation within 28 days from the event date(s), full course fee will be retained and no refund given. (Unless due to exceptional circumstances at EarthCraftuk's discretion)
- d) **For Forest School Programmes** - Should cancellation occur more than 56 days prior to the programme commencement date, the amount paid can be transferred to an alternative date(s) - subject to availability. Cancellation within 28 days from the programme commencement date(s), full course fee will be retained and no refund given.

#### **5. Variation of courses by EarthCraftuk**

An EarthCraftuk course is, by its very nature, subject to natural forces and whilst every reasonable effort is made to comply with course content, EarthCraftuk reserves the right to vary or modify a course itinerary at short notice in order to take advantage of naturally prevailing conditions. The client acknowledges that information provided by EarthCraftuk is given to the best of our ability but because of the variability of nature it may be reasonable to alter or modify a course and that in such circumstances it is not reasonable for EarthCraftuk to be liable for any losses consequential on such a change and that EarthCraftuk's liability is limited accordingly.

#### **6 Client Conduct**

EarthCraftuk clients are expected to behave in a reasonable manner at all times and to comply with the instructions and leadership of EarthCraftuk, save that parents, teachers and those in comparable roles in respect of children, must maintain control of those children, to the satisfaction of EarthCraftuk. EarthCraftuk reserve the right to remove any client(s) from the course at the discretion of the instructor/leader without recourse to repayment for that course and against the client(s) will if necessary. Circumstances that may warrant exclusion from a course include (without limitation): intoxication; use of recreational drugs; abusive behaviour; inappropriate or unsafe use of equipment; inability to meet the rigours of the course for physical or mental reasons, or through lack of appropriate equipment. If you are in any doubt about your ability to meet the rigours of the course, please contact your GP before booking. For removal of any party under such conditions, EarthCraftuk will not be liable for any losses as a result and EarthCraftuk are also entitled to any reasonable costs arising from removal of said client(s) payable upon demand.

## **7. Insurance**

EarthCraftuk is covered to a level of £5,000,000 for Public Liability and is insured as an Outdoor Activities Provider. EarthCraftuk clients are advised to provide their own personal insurance cover. Please note the conditions with your policy with regard "Hazardous Activities" and "working with hand tools".

## **8. Liability**

EarthCraftuk courses take place in the outdoors, which by its nature, is never free from hazard. While all reasonable precautions are taken to minimise the risk, the client accepts that accidents including serious injury and death can occur without EarthCraftuk being at fault and to the extent that the client is taking part in an EarthCraftuk course entirely at his or her own risk. The client also recognises that EarthCraftuk is not responsible for loss or damage to the personal property of the client, including vehicles, money, clothing and or equipment. The client also recognises that apart from the OCN Level 3 Forest School Practitioner Training and successful completion thereof; attendance of an EarthCraftuk course in no way qualifies him/her to teach the course content, it is not intended that any instructions provided to any client(s) while on a course will in any way qualify those client(s) to instruct any third party and no warranty is made to that effect. EarthCraftuk 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 EarthCraftuk course. EarthCraftuk accepts no responsibility for any mishap during a course from any instruction or information not given by EarthCraftuk appointed instructors or assistants. EarthCraftuk also takes no responsibility for any mishaps occurring as a result of the client's failure to follow instructions. EarthCraftuk will only accept liability for physical injury to a client that is shown to result from negligence on the part of EarthCraftuk.

## **9. Cancellation by EarthCraftuk**

In the event that EarthCraftuk cancels a course due to low numbers, all monies will be refunded in full, or if preferred, transferred as a deposit for another course. Please note that EarthCraftuk requires a minimum number of 5 clients to run a course. EarthCraftuk reserves the right to cancel all and any bookings without reason or notice. Under these unlikely circumstances, if cancellation occurs due to not enough participants to run the programme, EarthCraftuk agrees to repay in full and any deposits of course fees to the client.

For trees/gardens/other practical outdoor work – EarthCraftuk reserve the right to postpone the work should the weather conditions be unsafe.

## **10. Complaints**

In the unlikely event that a client has cause for complaint about an EarthCraftuk course, the complaint should be made to a representative of EarthCraftuk during the event in order that corrective action can be taken if necessary. The client acknowledges that it is unreasonable not to raise an issue during a course and EarthCraftuk will not accept a complaint after the end of the course. If the complaint is about a member of staff, then please contact the office and we shall inform you of the complaints procedure and take the necessary action. However, should the problem not be resolved at source, a complaint should be made in writing within 28 days or this complaint will not be upheld

## **11. Allergies**

If you suffer from any allergies at all from substances such as nuts etc, then we advise you to fully cater for yourself. We cannot be held responsible should you have any allergic reaction, should you choose to consume any foodstuffs provided through EarthCraftuk.

## 12. DBS

All EarthCraftuk appointed staff are DBS enhanced checked.

## 13. Photography

We often take photographs throughout our courses and events to use for our promotional material and website. Your acceptance is acknowledged unless you notify us on your consent form accordingly – thank you.

We would also ask that you do not take video recordings during our training – thank you.

We would also ask please that that you gain the permission of your peers before using any photographs of them in perhaps your coursework – thank you.

### **EarthCraftuk Community Interest Company,**

Open College Network West Midlands Region: 60974  
Member of the Society for Education & Training: AC030964  
Member of the Council for Learning Outside the Classroom: 1318  
Member of the Forest School Association  
Information Commissioner's Office under registration reference:  
ZA238479

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