

#### TERMS AND CONDITIONS

Please ensure that you have read these terms & conditions before purchasing any of our goods or booking any of our courses.

These terms & conditions form the basis of the contract between The Wild Woodsmen and the client (this includes the person(s) attending, booking and paying for the course) and cannot be varied, unless in otherwise confirmed in writing by The Wild Woodsmen.

Throughout this document, goods refer to physical products sold through the website (e.g. books, woodcrafts etc.) and courses refers to all taught activities (including treks) being sold through the website. Please note there are further terms and conditions relating to courses for example course sales, conduct of participants etc, and these are outlined below.

### Goods and Courses

By placing an online order with The Wild Woodsmen, the client making the booking is verifying that they are over 18 years of age.

All descriptions and prices for items are correct and applicable at the point of sale. The Wild Woodsmen retains the right to change descriptions and prices as required. All photographs and descriptions of items are designed to represent the good or course sold. They however do not form part of the contract between The Wild Woodsmen and the client.

All goods and courses are sold subject to availability. Any goods and courses sold that are not available will entitle the client to a full refund within 14 working days.

The Wild Woodsmen accepts no responsibility for loss, damage or injury resulting from the use of any good sold from this website. Knowledge of and adherence to local laws and or statutes is the responsibility of the client.

There is no contract between The Wild Woodsmen and the client until The Wild Woodsmen has received your order and you have received a confirmation email from the Wild Woodsmen to the address you provide.

The Wild Woodsmen reserves the right to refuse to accept orders from individuals or companies without further explanation.

The Wild Woodsmen, its employees and other agents shall not be liable for any direct, indirect, special or consequential loss or damage including loss of profit or any other form of compensation.

The Wild Woodsmen reserves the right to change these terms of sale without notice to you in relation to future sales, all changes will be made available for clients and potential clients to see on this website under the terms and conditions section.

## Delivery and Returns

Items are normally despatched within 48 hours Monday to Friday. If you require urgent delivery of goods at an additional cost to yourself please contact us. All items ordered will be posted to the address requested at the time of ordering, and cannot be changed afterwards to a different address.

If for any reason you are unhappy with your purchase The Wild Woodsmen will fully refund the purchase value of any item within 7 days of receipt of the order. Items must be returned unused, free from damage, and be contained within its original packaging. We would recommend taking insurance when returning goods as The Wild Woodsmen cannot be held responsible for goods damaged/lost in transit.

### Course Bookings

Please note these course terms and conditions are in addition to the terms and conditions outlined above. The course terms and conditions continue to form the basis of the contract between The Wild Woodsmen and the client.

Course participants must meet the minimum age requirements cited on the relevant product page of the website. All clients under 18 years of age must be accompanied by a

participating adult. Unless otherwise stated, one adult can supervise up to three children where one or more are under 16, OR up to five 16-17 year olds.

All course participants must have a good standard of general fitness. Any mobility or fitness issues should be discussed by contacting The Wild Woodsmen before booking the session, in order to ensure that we can accommodate your needs. The Wild Woodsmen cannot be held responsible for any losses incurred as a result of a failure by clients to disclose medical conditions or issues with fitness.

### Booking and Payments

- 1. Booking will be confirmed on receipt of a booking form and online payment of the full course fee.
- 2. The Wild Woodsmen reserves the right to refuse any booking without giving a reason.
- 3. A contract is entered into with the person who is attending the course upon confirmation of the booking, this booking is non-transferable and charges will apply as outlined below if cancelled. Courses may not be re-sold or transferred to others in any manner.

## Cancellations by the Client

The client acknowledges that the following cancellation charges are reasonable due to our need to make substantial preparations in advance of each session:

- 1. If the client cancels for any reason up to 6 weeks before the start date of the course, 10% of the course fee will be forfeit and not refundable.
- 2. If the client cancels between 6 weeks and 4 weeks before the start of the course, then 50% of the course fee will be forfeit and not refundable.
- 3. If the client cancels less than four weeks before the start of the course then 100% of the course fee will be forfeit and not refundable.

## Cancellation and Alteration by the Wild Woodsmen

The Wild Woodsmen will make every effort to run the courses as scheduled, however there may be circumstances (e.g. extreme weather conditions) when we are forced to cancel a course. In these circumstances, a full refund will be given, or an alternative date will be offered.

#### Client Conduct

The Wild Woodsmen expects its clients to behave in a safe and reasonable manner throughout the course, and not to jeopardise the enjoyment or the safety of other course participants. In particular:

- 1. No alcohol or illegal drugs are permitted, and clients must not be intoxicated at any time during the course.
- 2. Clients are responsible for bringing adequate clothing and equipment to the course, as per the Kit List, which will be sent to all clients prior to the course.
- 3. Clients must comply with all reasonable instructions and directions from the Instructors, and in particular no knives, tools or firelighting equipment must be used until the Instructors are satisfied that the clients have been fully instructed in the relevant safety techniques. No devices that can cause undue distraction to the client or others (e.g. phones, Mp3 players, electronic games etc) can be used during the session.
- 4. No fires are to be lit without the express consent of the Instructors, and fires must not be left unattended at any time.
- 5. Clients are requested to respect and to follow The Wild Woodsmen's environmental policy.
- 6. Clients are responsible for any equipment issued to them during the course, and will be liable for loss or breakage. All equipment must be handed back in the same condition it was issued in.

7. Adults responsible for clients under 18 years of age must be paying participants and in direct supervision of these individuals from the start of the course, until its end.

Failure to comply with the above may result in removal from the course, without refund, and The Wild Woodsmen will not be liable for any subsequent losses.

### Insurance and Liability

- 1. The Wild Woodsmen has Public Liability Insurance with a reputable Outdoors Activities insurer: a copy of the Insurance Certificate can be provided on request.
- 2. The courses take place in a variety of habitats, and the client acknowledges that these environments are never hazard free. The Wild Woodsmen makes every effort to minimise risks, however we will not be held liable for accidents, mishaps or losses that are not a direct result of negligence on the part of The Wild Woodsmen, or for any accidents or losses which are due to client's failure to follow the instructions of the Instructors.
- 3. The Wild Woodsmen cannot be held responsible for any losses or damage to clients' personal belongings, clothing, money or vehicles.
- 4. It is the client's responsibility to ensure that they at arrive at the designated meeting point in a timely manner in order to be able to join the course.
- 5. The Wild Woodsmen will not be held responsible for any accidents or mishaps occurring to third parties that have been subsequently taught by attendees of our courses.
- 6. The Wild Woodsmen recommend that clients consider taking out their own personal insurance.

## Complaints

Any complaints should be directed in the first instance to the Instructors during the course, in order that a reasonable attempt be made to resolve any issues at the time. Any complaints that arise after the end of the course must be put in writing to The Wild

Woodsmen within 28 days of the end of the course. The Wild Woodsmen will not be liable for in respect of any complaints received after this time.

# Other

The client agrees that any photographs taken by the Instructors during the course may be used by The Wild Woodsmen in promotional material, either printed or on the Internet.