

TERMS AND CONDITIONS

1. Parties to this agreement

Creative Outdoors Limited, a company registered in England and Wales under company number 09704974, whose registered address is 83 Brook Road, Merstham, Surrey, RH13EH (also referenced as 'Creative Outdoors' or 'we' or 'us' hereafter) and Student(s) (also referenced as 'you' or 'your' hereafter)

2. Definitions

Charges - any prices, fees or charges offered to you by Creative Outdoors Ltd

Day - calendar day inclusive of weekends and bank holidays unless otherwise stated.

Student - the course participant(s) or the customer or organisation or school booking the course.

Event - any course, conference or event offered to you by Creative Outdoors Ltd.

3. Attendance at Creative Outdoors Ltd courses

If students have any special requests, including dietary or other health related requirements, Creative Outdoors Ltd will normally be able to accommodate their needs. However we will not guarantee the delivery of special requests and failure to deliver such special request shall not constitute a breach of this agreement. Please detail any specific requirements when booking by adding them to the booking form, consent form or by writing to info@creativeoutdoorsuk.com or by telephone on 07951274504.

We reserve the right to refuse admission or to require a student to leave a course if their behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations or these terms and conditions, or is otherwise unacceptable. In the event this happens, anyone under the age of 18 will be handed over to the sole care of the accompanying supervisor and will be their sole care.

No alcohol should be consumed while on Creative Outdoors activities. Anyone who consumes alcohol prior to training which subsequently affects their training and/ or ability may be removed from the course.

The unauthorised use of photographic and recording equipment is prohibited. Occasionally Creative Outdoors Ltd courses are filmed or photographed. The consent form

gives everyone the option to consent or not to photos being taken of them. You are agreeing to be included in any Creative Outdoors Ltd promotion. Any and all photographs, videos or other recorded media may be used by Creative Outdoors Ltd for the purposes of marketing or advertising without payment or compensation being offered to you and without any request being made to the featured parties.

All data will be handled within the current data protection guidelines and regulations and as outlined on the booking form and data protection policy. Your information remains yours and you can revoke this approval at any time by emailing to info@creativeoutdoorsuk.com.

4. Supervision

Where the student(s) is/ are a school or family party, teachers and/ or other adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party.

It is the student(s) school or family party leader's responsibility to ensure that:

- a) No group member under 18 consumes alcoholic beverages.
- b) No party member smokes on vehicles, in any accommodation, in any smoke free places or behaves in any other way which may cause a fire hazard.
- c) All party members wear Personal Protective Equipment (PPE) that is issued to them by their instructor for their safety.
- d) No party member breaks a UK or local law. These matters must be discussed with party members prior to your Event.

5. Travel Insurance

Travel Insurance in relation to the course shall be the sole responsibility of the student(s)/ group leader.

6. Disclosure and Barring Service

As applicable, Creative Outdoors Ltd shall comply with all relevant laws and regulations applicable in England including but not limited to safeguarding and health and safety.

Where applicable, Creative Outdoors Ltd shall comply with requirements relating to DBS disclosure (or equivalent) and the provisions of Creative Outdoors Ltd safeguarding policy shall apply to this agreement. Subject to the provisions of

the DBS (or equivalent) we reserve the right under the agreement to refuse to admit persons to, or to withdraw permission to remain on, any premises occupied by or on behalf of Creative Outdoors Ltd.

7. Data Protection

Creative Outdoors Ltd has measures in place to protect the personal booking information held by us. The contact details supplied by you, including postal address, telephone and email address, will only be used to fulfil our administration and to communicate details of Creative Outdoors Ltd and our associated companies products and services. The personal information supplied about party members will only be used to allow our employees to provide the commissioned service. Contact after your course will be on an opt in basis, as outlined on the booking form. Your data will only be kept for the minimum amount of time necessary.

8. Booking process

It is your responsibility to ensure that all details of any course booking are complete and accurate. Creative Outdoors Ltd will not be bound to permit attendance at any course booked until it has accepted the booking. This will be in the form of a confirmation e-mail, on receipt of payment, enclosing the Joining Instructions. It is understood that the student(s) are offering to attend the requested course in line with these terms and conditions.

9. Charges

All Charges are made and Bookings accepted subject to these Terms and Conditions.

All Charges are offered to you by Creative Outdoors Ltd at the rate currently advertised or quoted.

We reserve the right to change the charge subject to a revision or change in course booking by you or change the advertised charge rate before your booking has been accepted. In each case this will be communicated to you.

Unless otherwise stated delivery charges (if applicable) are included in any charges quoted.

10. Discounts

Any discounts on Creative Outdoors Ltd courses are exclusive – they cannot be combined. Where promotional

discounts are offered these must be redeemed at the time of booking, and will not automatically be applied.

11. Transferring Courses

A student may transfer without charge from one course to another (up to an equivalent value of the course originally booked and subject to availability) by requesting such a transfer in writing to info@creativeoutdoorsuk.com or by telephone to 07951274504.

A transfer charge of £60 will be applicable if less than 4 week's notice is given.

12. Cancellations

You have the right to cancel in writing or by email any activity within 5 working days (*your cool off period*) from the date of making the booking and you shall be entitled to a full refund. After the end of your *cool off period* you will be entitled to a refund of payments made according to the tables below.

In the event of cancellation of an individual booking:

Calendar Weeks	Percentage (%) of booking value
More than 6	100%
Less than 6	50%
Less than 4	25%
Less than 2	None

In the event of cancellation of a group booking:

Calendar Weeks	Percentage (%) of booking value
More than 8	100%
Less than 8	80%
Less than 6	50%
Less than 4	10%
Less than 2	None

Cancellations must be made either by email to info@creativeoutdoorsuk.com or by telephone 07951274504 which will then be confirmed in writing by email.

The exception to this rule is when a DofE Open Expedition course run by Creative Outdoors Ltd has to be cancelled due to the minimum number of participants (4 required) not booking onto the course. We may hold on until the last minute to cancel the course, but will warn you of this if we are doing so. This however will not result in a loss of

refund. In this case you will receive a full refund from Creative Outdoors Ltd upon the courses cancellation.

13. Changes to course content

Any timing or itinerary provided to you by Creative Outdoors Ltd is indicative and for guidance only and may be subject to change up until the date and proposed time of the course.

Our courses are constantly updated and improved and we reserve the right to alter any of the course content (including location) without prior notice.

We will make every effort to provide the services as specified, but, if for any reason beyond its control it fails to do so, neither Creative Outdoors Ltd nor its directors or employees shall be liable for any resulting loss or damage.

Any descriptive matter or advertising issued by Creative Outdoors Ltd and any descriptions of the courses contained in our promotional material or website are issued or published for the sole purpose of giving an approximate idea of the course described in them.

Where Creative Outdoors Ltd cancels the course with more than 14 Days' notice, student(s) will be offered an alternative course date, where no alternative date is available or we cancel the course with less than 14 Days' notice we will provide you with a credit note to use against future courses or a refund, all refunds are at the discretion of Creative Outdoors Ltd. This does not affect your statutory rights.

14. Authorisation

By submitting a booking to us, by whatever means, you are acknowledging that you have received authorisation for this expenditure from the relevant account holder.

15. Legal interpretation

The materials, training and courses provided by Creative Outdoors Ltd cannot be relied upon for legal interpretation. Neither Creative Outdoors Ltd nor its employees, trainers or consultants can accept responsibility for student(s) actions, or those of other people reading the course notes or interpreting the training in litigation, or responsibility for any loss incurred as a result of relying on the training or the training notes.

16. Intellectual Property Rights

All Intellectual Property Rights in or arising out of or in connection with the course shall be owned by Creative Outdoors Ltd and any information, documentation and other materials of whatever nature provided by us in connection with the contract shall remain at all times the property of, and vested in, Creative Outdoors Ltd. Student(s) acknowledge that any Intellectual Property Rights in relation to the course are Creative Outdoors' property and you shall not claim any right of property in any Intellectual Property owned by us. You are not permitted to use our intellectual property outside of the course, unless granted a licence by Creative Outdoors Ltd. Such a licence is to be agreed between the parties and may be subject to you paying a licence fee. You acknowledge that, in respect of any third party Intellectual Property Rights in the course, your use of any such Intellectual Property Rights is conditional on Creative Outdoors Ltd obtaining a written licence from the relevant licensor on such terms that will entitle us to licence such rights to you.

17. Confidentiality

You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by Creative Outdoors Ltd, its employees, agents or subcontractors, and any other confidential information concerning our business, its products or its courses which the client may obtain, unless given express permission by Creative Outdoors Ltd.

18. Exclusions and limitations of liability

Creative Outdoors Ltd shall not under any circumstances be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise for loss of revenues or opportunities, profit, use, goodwill, data, reputation, financial or economic loss or any type of special, indirect or consequential loss, damages, costs or expenses (even if such loss was reasonably foreseeable or Creative Outdoors Ltd had been advised of the possibility of you incurring the same).

Further, we shall have no liability for any death or bodily injury (except death or injury which may not be so limited under any applicable law), or loss of or damage to property, of anyone attending the course pursuant to the Booking, whether arising from such attendance, or in relation to the provision or use of the facilities during the course.

You agree to indemnify Creative Outdoors Ltd against any claim in respect of any such liability (and the costs and expenses incurred by us in relation thereto).

Without prejudice to any other limitation or exclusion of liability set out in these Terms and to the fullest extent permitted by law, the total liability of Creative Outdoors Ltd to the client in contract, tort or otherwise including negligence (save for any liability arising from death or personal injury due to the negligence of Creative Outdoors Ltd or its employees which shall be unlimited) arising in relation to the course shall not exceed the face value of Charge paid by the student(s).

Student(s) shall be liable for any costs incurred in repairing any damage to the premises, contents or equipment provided for at the course, where such damage amounts to over the value of £100 caused by the client or its employees or guests.

Furthermore you attend courses at your own risk and Creative Outdoors Ltd does not accept any responsibility for any loss of or damage to personal property, including baggage, or any personal injury resulting from attendance at any course save as expressly set out above.

In any event and in accordance with the above terms, Creative Outdoors Ltd liability shall amount in total to no more than 30% of the Charge for the course in aggregate for all claims relating to the course.

19. General

This contract will be in English and will be subject to the laws of England and Wales.

You agree to submit to the jurisdiction of the English courts in relation to any issue relating to that contract.

The Contract shall expire following provision of the course by Creative Outdoors Ltd.

These terms and conditions do not affect any other terms and conditions you may hold with Creative Outdoors Ltd or our third parties.

All other express or implied terms, conditions, warranties or representations whatsoever with regard to the Products and/or courses, use of Donations and/or Fees, our website or any information provided by Creative Outdoors Ltd through this website are excluded to the fullest extent permitted by law.

We have the right to revise and amend these terms from time to time.

You will be subject to our terms (including policies and procedures) in force at the time that you enrol on an course with us, unless any change to those policies or these terms is required by law or government or regulatory authority in which case the same will apply to courses you have booked or started.

20. Further information

For further details please contact:

Creative Outdoors Ltd
83 Brook Road
Merstham
Surrey
RH1 3EH

Tel: 07951 274504

Email: info@creativeoutdoorsuk.com