

ALBION OUTDOORS

Fieldwork Course Terms and Conditions

Please take the time to read the following conditions carefully. They are the basis for the contract between us and will assist you with your future plans.

Definitions:

Lead teacher/Party leader – the party leader as defined by the Customer, responsible for organising attendance of party members.

Customer – the person, firm, company or school whose booking is accepted by Albion Outdoors in accordance with these terms and conditions

Party members – those persons whose attendance is included in the booking confirmation or is otherwise notified to Albion Outdoors.

We/us our – In the Wild Wood Ltd, trading as Albion Outdoors.

1. Contract

A contract will only exist when we have received the required deposit from the customer and have acknowledged receipt of your completed form by the issue of our booking confirmation. The contract is between the customer and Albion Outdoors. The customer warrants that the lead teacher is authorised to sign on behalf of the party members and that it is the responsibility of the customer and party leader to obtain the express authority of each party member or their parents or guardians for their attendance on the course and that they have been made aware of our conditions and code of conduct. The person signing the booking form (the Lead Teacher) accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. The customer is responsible for payment and correct information being supplied by the required time on behalf of all party members. The contract between us is governed by the Law of England and Wales and any dispute will be dealt with under the exclusive jurisdiction of the Courts of England and Wales.

2. Deposits

Before a booking can be considered firm, the Lead Teacher must sign our booking form and forward the initial deposits as described below for each paying member of the party. This deposit is not refundable, unless under the terms of our insurance cover. There is a minimum booking number, unless otherwise agreed, of 10 full paying pupils per course.

Deposit = £10 per full paying party member per day:

1 day course:	Minimum £100 per party booking
2 day course:	Minimum £200 per party booking
3 day course:	Minimum £300 per party booking
4 day course:	Minimum £400 per party booking

Direct bank details will be given on all invoices, or please make cheques payable to **Albion Outdoors**. Details of Albion Outdoors' insurance cover for £5million public and employers' liability is available on request.

Personal equipment of attendees, personal attendee insurance and course cancellation insurance is not provided by Albion Outdoors, but may be organised by your school.

The booking and payment procedure is described in the information given to the Lead Teacher within the **TEACHERS' PACK**.

3. Payment

The final balance must be settled no later than 6 weeks prior to your visit or by return of post where receipt of invoice is within 6 weeks. Albion Outdoors will not always send payment reminders. If final balances are not received by the due dates, this will be a breach of the contract between us, entitling us to

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treat the booking as cancelled by you. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

4. Alterations & Amendments by the customer

Any alteration required to any booking confirmation should be notified to Albion Outdoors as soon as possible and only considered binding on the part of Albion Outdoors once we have confirmed this in writing. Where we can meet your request we will not charge to alter your booking but any costs or charges incurred or imposed by any of our suppliers in making the change will be passed on to you.

In the event of cancellation by a paying party member more than 6 weeks before your course, the deposit may be transferred to a substitute member. We understand that trip numbers will sometimes vary and we allow a 20% reduction in numbers, to a minimum of 10 students, with any paid deposits being incorporated into the final invoice. However, if there is a reduction in numbers of over 20%, then the deposit will be retained by us. For cancellations made less than 6 weeks prior to your course full course fees will be charged OR the payments made may be transferred to a substitute member in consultation with Albion Outdoors to ensure that we can cater for any special needs at this later stage. An increase in numbers can generally be catered for but may be limited by accommodation facilities. Any need for increased numbers must be discussed and arranged with Albion Outdoors as early as possible and is only secured when confirmed in writing by us.

The date of effective cancellation is calculated by Albion Outdoors on the day of receipt of written advice received recorded delivery or by email only when the date of which is confirmed by us. If in any doubt contact us by telephone to confirm receipt of cancellation. If any cancellation brings the number of pupils below the minimum number required to qualify for a particular price, then the price will be adjusted accordingly. School visits have a minimum number of 10 students.

Please note that cancellation charges may be reclaimed, via your insurance, provided that the cancellation occurs within the terms of your policy - e.g. necessary cancellation due to injury or illness of the party member or parent or parental redundancy, etc.

The customer is entitled to cancel the booking in total. Once Albion Outdoors is provided with written notice the following cancellation charges will be applied:

More than 6 weeks (42 days) deposit only.

41 – 29 days: 60% of full party booking price as agreed in the booking confirmation

28 – 15 days: 75% of full party booking price as agreed in the booking confirmation

14 – 1 day: 90% of full party booking price as agreed in the booking confirmation

5. Price Information

Descriptions of prices on the website and in literature are given in good faith. In the case of any errors or omissions in our literature Albion Outdoors will contact the customer immediately but with no liability on the part of Albion Outdoors. Albion Outdoors reserves the right to amend published prices.

6. If we are forced to change things

The arrangements announced in our brochure/price list/website or other promotional materials or when quoted to you are given in good faith. Occasionally we have to make changes and we reserve the right to do so at any time. Most changes will be minor and all will be advised at the earliest possible date. In the unlikely event of it proving necessary to alter significantly or cancel your course, we will offer a suitable alternative if available or 100% refund (within 14 clear days). If we are not able, in our opinion, to offer an alternative that is sufficiently comparable. Compensation will be paid as below, per full paying party member. If we have to make a major change to your course within eight weeks of commencement, unless the change is due to circumstances beyond our reasonable control, including but not limited to war, the threat of war, riot, fire, strikes, civil strife, actual or threatened terrorist activity, act of God, industrial dispute, governmental action, epidemic, disease, environmental contamination, adverse weather or natural or nuclear disaster:

- 56-29 days: 5% of course price per paying party member

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- 28-15 days: 10% of course price per paying party member
- 14 days or less: 15% of course price per paying party member

7. Liability

Albion Outdoors will accept responsibility for those elements of the course arrangements which are under our direct control and for the acts and/or omissions of our employees.

Albion Outdoors will only accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts or omissions of any servant or agent, sub-contractor or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment and which are under our direct control.

The lead teacher and other adults within the party remain in 'loco parentis' at all times within the ratios agreed between the party leader and the customer. Adults acting in 'loco parentis' retain the responsibility for over-riding any decisions or actions of Albion Outdoors' employees, agents, sub-contractors and suppliers.

We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

Should any problems arise during the course regarding the accommodation and food provided by a third party, this matter will be resolved directly with that provider with the assistance of Albion Outdoors.

Should you or any member of your party have the misfortune to suffer illness, injury or death during the period of your course arising out of an activity which does not form part of the taught course arrangements made by us, we shall, where appropriate, give you every help that we can by way of initial assistance.

8. Complaints Procedure

In the event that the party leader is not satisfied with the activities or services provided by Albion Outdoors, it is essential that you inform your Albion Outdoors leader/tutor immediately so that we can try to rectify the situation. Any complaint must be logged by Albion Outdoors and signed by the Lead Teacher during the course. In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Notice in writing of any claim or dispute must be received by us immediately and within 28 days of the date on which the course ended. A complaint will only be considered received when written advice is received by Albion Outdoors by recorded delivery or by email only when receipt of such is confirmed by us. If in any doubt contact us by telephone to confirm receipt of the complaint. Albion Outdoors will endeavour to find a satisfactory solution up to a limit of £1000 per booking. Albion Outdoors shall not accept liability for any complaint which is not notified to Albion Outdoors in writing within 28 days of the departure date.

9. Personal Property

Personal property, including baggage and valuables, is the responsibility of the party members at all times. Albion Outdoors cannot accept responsibility for loss or damage to guests' personal belongings, we recommend you take out appropriate insurance cover prior to your trip.

10. Supervision

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, including during fieldwork, travel and at all times at an accommodation venue. Where applicable, this responsibility is clearly delegated to activity instructors e.g. for archery activity sessions. It is the Lead Teacher's responsibility to ensure appropriate conduct of party members at all times and to specifically ensure that:

- a) no group member under 18 consumes alcoholic beverages or other intoxicating substances.
- b) no group member smokes on coaches, 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 the lap belts provided for all journeys by coach.
- d) no party member breaks a UK or local law.

- e) there is no unnecessary disturbance to other guests or damage to the property. It is Albion Outdoors' policy to charge for any equipment that is lost or damages due to misuse.
 - f) any loss or damage caused by party members is reimbursed prior to departure
 - g) suitable arrangements are made for the exclusion of any party member who fails to comply with the contents of this clause
 - h) we are informed prior to the course of any party member who has experienced a contagious disease in the previous 4 weeks. If the party member has been considered medically fit to return to school/work they will be able to attend the course. The party member must ensure that Albion Outdoors is informed of any illness in party members during the course of their stay.
 - i) adequate amounts of self administered medication are stored correctly, carried appropriately and have correct instructions for self-administration for the duration of the course. Albion Outdoors will be informed of the presence of such medication with the personal details for party members
 - j) party members recognise that they have a responsibility to take all reasonable precautions to maintain their own safety and not to endanger other members of the group.
- These matters must be discussed with party members prior to your course. If further details are required, please ask for a copy of our 'Code of Conduct' which will also be explained to party members on arrival. The 'Code of Conduct' also includes a clarification of allocation of responsibility for the supervision of party members.

11. Course Arrangements

All planned activities and times may be subject to alterations due to weather or operational factors. Albion Outdoors reserves the right to change the activities, accommodation or other facilities to those of equal suitability without prior notice and without alteration to the booking price.

12. Health Matters

Party members must have a reasonable level of fitness and be in general good health to participate in activities. If there are any individuals for whom this would not be the case or who otherwise have physical special needs the lead teacher must inform Albion Outdoors of this before the planning of the itinerary starts. The customer is responsible for ensuring that the planned itinerary is suitable for all party members.

13. Special Requests

Any special requests or needs must be clearly notified to us in writing. We do our best to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract. Special requests will only be held to form part of the contract between the customer and Albion Outdoors when they have been confirmed in writing to be guaranteed by Albion Outdoors. We are continually working to enable all young people to enjoy the many benefits of our courses. If members of your party have additional requirements, relating for example to disability, culture, diet etc, please provide full details at the time of booking. We will be pleased to undertake a fair assessment of service provision and identify appropriate resources with reference to such considerations as access, successful participation and health and safety.

14. Accommodation and food

Most accommodation and food are provided by third party, sub-contractors. It is the responsibility of such a provider to hold all the relevant health and safety documentation, licences and qualifications. Albion Outdoors will only use providers who are well established, well known and with an excellent health and safety record.

15. Ages & Additional Adults

- a) Some additional activities may have a minimum age limit. It is the Party Leader's responsibility to ensure that all members of their group meet the minimum age requirements in order to take part in all activities.
- b) Prices are valid for pupils in full time education, aged up to 19.

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c) Accompanying adults over and above the free place allowance may join the course as a full fee paying party member.

16. Data Protection

Contact details for the Lead Teacher and school, including postal address, telephone and email address, will only be used to fulfil course administration and to communicate details of Albion Outdoors' products and services. The personal information supplied about party members will only be used to allow our employees, agents, subcontractors and suppliers to arrange and provide the agreed activities. Data regarding students attending courses will be destroyed following the course.

17. Photography

Albion Outdoors will occasionally take pictures for use in our promotional material. If any member of your group wishes NOT to appear in any such photography, please let Albion Outdoors know prior to your tour and inform Albion Outdoors immediately on arrival.

18. Marketing

Albion Outdoors may use your written feedback in promotional materials whether it reaches us in letters or on our feedback forms. If you do not wish to be quoted, please could you inform us on any written material you send us.

19. Website & Brochure Information

The information contained in our website and TEACHERS' PACK is accurate and correct as far as can be reasonably ascertained on the publication date, 16.1.12. If we make any subsequent changes to the details contained herein, we will advise you as soon as is reasonably possible.