

Tracks4Life Terms and Conditions

This information should be read carefully before booking any course or activity with Tracks4Life.

Upon completion, submission and acceptance in writing of the booking form, the clients/participants 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.

Tracks4Life refers to Tracks4Life, The Green, Wheddon Cross, Exmoor, Somerset TA24 7DY

1 Agreement

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

- (a) Receipt and clearance in Tracks4Life's bank account of full payment or deposit in section 2 below, a fully completed booking form, a fully completed health form and acceptance by Tracks4Life 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. The agreement is governed by English Law.
- (c) The agreement is between Tracks4Life and the client(s) on the booking form and is the sole agreement between those parties.
- (d) Tracks4Life reserves the right to refuse bookings to any party or individual without the need to give reasons solely at Tracks4Life's discretion and we will return any payment accompanying the booking form.
- (e) No variation of these terms & conditions shall be applicable unless agreed in writing by Tracks4Life before the relevant course.

2. Payment

The balance of the fees as specified on the booking form must be paid in full by the date specified on the booking form, or if no date is specified, no later than 4 weeks before the course. If not so paid, Tracks4Life reserves the right to treat the agreement as cancelled by the client(s) pursuant to clause 4 below. A booking made within 4 weeks of course commencement must be accompanied by payment in full.

3. Prices

Whilst every effort is made to limit prices to those given on the booking form, Tracks4Life 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 by client

If the booking is cancelled by the client for any reason the following charges will be applied:

- a) Cancellation more than 8 weeks before the commencement of the course, will result in the deposit being retained but can be transferred to another course (subject to availability).
- b) Cancellation 4-8 weeks before course commencement will lead to the loss of the deposit.
- c) Cancellation less than 4 weeks before course commencement 50% of the course fee will be payable.

5. Variation of courses by Tracks4Life

A Tracks4Life course is, by its very nature, subject to natural variables and whilst every reasonable effort is made to comply with course content, Tracks4Life 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 about courses provided by Tracks4Life 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 Tracks4Life to be liable for any losses consequential on such a change and that Tracks4Life's liability is limited accordingly.

6. Client Conduct

Tracks4Life clients are expected to behave in a reasonable manner at all times and to comply with the instructions and leadership of Tracks4Life, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of Tracks4Life. Tracks4Life reserves 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, Tracks4Life will not be liable for any losses as a result and Tracks4Life is also entitled to any reasonable costs arising from removal of said client(s) payable upon demand.

7. Insurance

Tracks4Life is covered to a level of £5,000,000 for public liability and is insured as an outdoor activity provider. Tracks4Life clients are advised to provide their own personal insurance cover. Please take note of conditions in your policy with regard to “hazardous activities” and “working with hand tools” For International courses clients are advised to also ensure full coverage against cancellation of a course.

8. Liability

Tracks4Life 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 Tracks4Life being at fault and to that extent he/she is taking part in a Tracks4Life course at his/her own risk. The client also recognises that Tracks4Life 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 attendance of a Tracks4Life 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 & no warranty is made to that effect. Tracks4Life 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 Tracks4Life courses. Tracks4Life accepts no responsibility for any mishap during a course from any instruction or information not given by Tracks4Life appointed instructors or assistants. Tracks4Life also takes no responsibility for any mishaps occurring as a result of the client’s failure to follow instructions. Tracks4Life will only accept liability for physical injury to a client that is shown to result from negligence on the part of Tracks4Life.

9. Cancellation by Tracks4Life

In the event that Tracks4Life cancels a course, all monies will be refunded in full, or if preferred, transferred as a deposit for another course. Please note that Tracks4Life requires a minimum number of clients to run a course. Tracks4Life reserves the right to cancel all and any bookings without reason or notice. Under these unlikely circumstances Tracks4Life agrees to repay in full all and any deposits of course fees to the client.

10. Complaints

In the unlikely event that a client has cause for complaint about a Tracks4Life course, the complaint should be made to a representative of Tracks4Life 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 but to complain later. 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. Any complaint must be made immediately. Tracks4Life will not accept a complaint after the end of the course. However should the problem not be resolved satisfactorily, a complaint should be made in writing within 28 days or this complaint will not be upheld.