**Booking Terms & Conditions 2016**

This information should be read carefully before booking any course, activity, or freelance instructor with Fire and Air.  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.

**Service Provider**

1.1. The courses are provided by Fire and Air Education (hereinafter referred to as “Fire and Air”, “we” or “us”). Our registered office is 7 Sandhouse Cottages, Watling Street, Heath and Reach, Beds, LU7 9RA.

1.2. Subject to clauses 7, 8 and 23, we will use our reasonable endeavours to provide the courses advertised on our website.

1.3. We will provide the courses using reasonable care and skill.

1.4. We may appoint independent sub-contractors to run or assist on our courses or use third parties to arrange or supply certain aspects of our courses. You agree that our obligation to you is to use reasonable care in selecting competent, independent sub-contractors and third party suppliers to provide reasonable services related to the course. You agree that Fire and Air is not responsible for the actions or omissions of such sub-contractors or third party suppliers.

1. **Booking and confirmation**

2.1. If you are making a booking request for and on behalf of any other person, you represent that you are:

* the parent or legal guardian of such person if they are a minor; or
* a duly authorised agent of such person.

2.2. If you are purchasing a course as a gift, you agree that you will provide the recipient with a copy of these Terms and notify them that by attending the course they will be deemed to have agreed to abide by these Terms.

2.3. To submit a booking request, you must complete the booking form and pay the amount specified. You must ensure that all information provided in the booking form is complete and accurate. If we accept your booking request, we will e-mail (or otherwise issue) a receipt of your booking to you and confirm the date the balance, if any, is due. Any outstanding balance must be paid by the due date specified in the receipt. If you haven’t received a booking receipt from us within 7 days of making your booking request, then please contact us at joanna@fireandair.org

2.4. By submitting a booking request, you agree to be bound by these Terms.

2.5. A booking request constitutes an offer by you to purchase a course in accordance with these Terms. Once your booking request is accepted by us (by the issuance of a booking receipt), a separate legally binding contract will come into existence (comprising these Terms, your booking request form and the booking receipt) between us and each person named on the booking form (other than a minor, in which case the contract will be between you and us) (each, a “Contract”), provided, however, that you will remain liable for all payments due. The date on the booking receipt is the date of such Contract.

2.6. These Terms, together with your booking request form and the booking receipt constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in such Contract.

2.7. You must check the details on the booking receipt when you receive it. If there are any errors please contact us immediately at

2.8. We reserve the right, in our sole and absolute discretion and without the need to give reason, to refuse to accept a booking request. In such circumstances no contract will arise and we will return any payment accompanying your booking request.

2.9. Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised price for a course and/or to amend any of the information contained in the course/ expedition description.

1. **Payment**

3.1. All course fees are payable in Pounds Sterling (“Sterling”).

3.2. Unless otherwise specified in respect of a particular course, the following payment terms apply with your booking:

* Private bookings (excluding birthday parties); 100% of the course fee at time of booking; or
* Birthday Parties; £100 deposit payment; or
* Forest school sessions;
	+ Business Clients (eg: Schools, Academies, etc); 100% of the course fee within 7 calendar days of date of invoice.
	+ Non-Business Clients (eg: Home Education Groups, etc); 100% of the course fee at time of booking.

3.3. The balance of the course fee, if any, must be paid by the date specified in the booking receipt.

3.4. If you do not pay any balance in full by the due date, your booking will be deemed cancelled and you will forfeit any deposit paid.

3.5. Late payments:

* Late payments, by any business client, will result in a Late Payment Invoice (LPI) being issued in respect of the late payment of the original invoice.
* LPI’s are issued once the original invoice has been paid in full & include an administration fee of £40 in addition to Statutory Interest.
* Statutory Interest is incurred for every day payment of the original invoice is delayed.
	+ Statutory interest is currently 8% above Bank of England base rates. eg: Statutory Interest (8%) plus BoE rate (currently 0.5%) equates to a total Statutory Interest charge of 8.5%pa (or 0.000233% per day).
	+ eg: Invoice 1 paid in full 10 calendar days after payment due date. LPI issued in respect of this late payment where the value of the LPI is 0.000233% of the value of Invoice 1 x 10 (days), plus the administration fee of £40.
* All LPI’s must be paid within 7 calendar days of the date of LPI invoice to avoid further LPI’s being issued!
* Any invoices not paid in full 28 days after of date of invoice, will result in legal action being taken to recover the monies owed.

3.6. Payment will be accepted by:

* BACS payment; details of which will be found within the invoice; or
* Cheque or
* Cash or
* Paypal

**Price changes**

4.1. If our costs of running a course increase for reasons beyond our reasonable control (including, without limitation, an increase in taxes, duties or fees by a government, other governmental action or an increase in the cost of transport, labour or materials) we reserve the right to increase the course fee. Any such increase in the course fee will be notified to you as soon as reasonably practicable. If the course fee is increased by 10% or more, you will be entitled to cancel your booking and obtain a full refund of all monies paid to us. Otherwise, you will be required to pay such additional amount on the same terms as your original payment.

4.2. Our booking system is supplied by a third party supplier. Whilst we endeavour to ensure that the most up-to-date and correct prices are shown on our website and within the booking system, there is the possibility of an inconsistent price between the two. Once we become aware of any such inconsistency, we will act promptly to rectify the inconsistency and we will endeavour to notify you as soon as reasonably possible. We reserve the right to cancel a booking made at an incorrect price under such circumstances and you will be given the choice of amending your booking to a course at the correct price or obtaining a full refund of monies paid to us.

4.3. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such cancellation or for any other loss or damage howsoever caused arising out of such cancellation. We recommend that you take out appropriate insurance, which includes cover against such cancellation.

1. Number of participants

5.1. Each course is subject to a minimum number of participants for its operation and is subject to cancellation at short notice if there is an insufficient number of participants. If a course is cancelled because of an insufficient number of participants, you will have the option of booking an alternative course with us or receiving a full refund of monies paid to us. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such cancellation or for any other loss or damage howsoever caused arising out of such cancellation. We recommend that you take out appropriate insurance, which includes cover against such cancellation.

5.2. The course description will specify whether the course is subject to a maximum number of participants. Once the maximum number of participants has been reached, no more booking requests can be made.

1. **Cancellation by you**

6.1. Any cancellation must be notified in writing by the person who made the booking to joanna@fireandair.org

6.2. If you cancel your course, the following cancellation charges will arise:

* School or group bookings cancelled;
	+ more than 32 days before the course is due to commence, 25% of the course fee; or
	+ More than 14 days before the course is due to commence 50% of the course fee or
	+ fewer than 32 days before the course is due to commence, 100% of the course fee.
* Birthday Parties cancelled;
	+ more than 14 days before the party is due to commence, 25% of the deposit; or
	+ fewer than 14 days before the party is due to commence, 100% of the deposit.
* Family sessions cancelled;
	+ more than 48 hours before the course is due to commence, 25% of the course fee; or
	+ between 24 hours & 48 hours before the course is due to commence, 50% of the course fee; or
	+ fewer than 24 hours before the session is due to commence, 75% of the course fee.

6.3. Failure to attend on a course will be deemed a cancellation and you will forfeit 100% of the course fee.

6.4. An updated statement of your account will be sent to you following any such cancellation by you.

6.5. You acknowledge and agree that it is reasonable for such a cancellation charge to arise given the requirement for us to make preparations and payments for a course substantially in advance of the commencement of the course.

6.6. We appreciate that wholly unforeseen events may result in your cancellation of a course booking. We therefore recommend that you take out appropriate insurance, which includes cover against such cancellation.

6.7. If you leave a course prior to its completion, you will forfeit all sums paid to us.

1. **Cancellation by Us**

7.1. We reserve the right, in our sole and absolute discretion, to cancel a course or all or any bookings prior to the commencement of the course or booking for any reason whatsoever at short notice (including, without limitation, if the minimum number of participants required for a course is not fulfilled). In these unusual circumstances, we will offer you the option to book a place on an alternative course (provided that there are sufficient spaces available on the course on the date you wish to change to), or have all monies paid to us repaid in full.

7.2. A course may also be cancelled either before or after its commencement for reasons of Force Majeure (as defined in Term 23 below).

7.3. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such cancellation or for any other loss or damage howsoever caused arising out of such cancellation. We recommend that you take out appropriate insurance, which includes cover against such cancellation.

1. **Changes by Us**

8.1. A course description constitutes only an indication of what the course is planned to accomplish. The course description does not form part of the Contract between you and us. Although we will use our reasonable endeavours to provide a course as described, the nature of the courses we offer necessitate a degree of flexibility and you accept that any aspect of a course (including, without limitation, the content, location, route or order) may be affected by and/or altered due to circumstances beyond our control or in the interests of the participants. You accept that delays and alterations and their results, such as inconvenience and discomfort, are possible. Such delays and alternations and their results are in themselves great learning experiences and will help equip you for your future endeavours in the outdoors.

8.2. Any additional expenses due to alterations shall be borne by each person participating in the course.

8.3. We will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of any alterations to your course or for any other loss or damage howsoever caused arising out of such alterations. We recommend that you take out appropriate insurance, which includes cover against such costs, expenses, losses or damage.

1. **Insurance**

9.1. You are strongly recommended to obtain insurance against medical and personal accident risks. This must be for the activities undertaken, be valid for the country (and area) you are visiting and include medical expenses, repatriation costs, air ambulance and helicopter rescue services. We also recommend that you are insured against cancellation, curtailment and the loss of, damage to or theft of your baggage and other personal belongings.

9.2. It is your sole responsibility to ensure that the insurance cover you purchase is adequate and sufficient to meet your requirements and you will be required to confirm this at the time of booking. It is also your sole responsibility to disclose any material facts such as pre-existing medical conditions to your insurers.

1. Flights, Passports, Visas and Vaccinations

10.1. Where relevant, flights, passports, visas and vaccinations are entirely your responsibility and must be arranged prior to your course.

10.2. We take no responsibility for your cancellation of your course if you are not allowed to fly, enter a country or begin or continue your course because of issues relating to passports, visas, vaccinations or any other reason.

1. Health, Diet and Language

11.1. Generally, our courses require you to be in good physical and mental health and, by attending the course, you confirm that you are physically capable of participating in the course and that you are in good health with no medical history that would make it dangerous (for you or others) for you to participate. Some courses may have specific fitness requirements as more fully described in the relevant course description on our website.

11.2. If you have a special medical requirement or health condition, you must inform us prior to the commencement of your course. This can be done by completion of the Consent & Medical Declaration Form which must be returned to Fire and Air no later than three working days before the commencement of the course.

11.3. If you have any special dietary requirements, you must inform us prior to the commencement of your course. This can be done by completion of the Consent & Medical Declaration Form which must be returned to Fire and Air no later than three working days before the commencement of the course.

11.4. For the health and safety of all participants, it is your responsibility to have sufficient fluency in English to understand safety instructions which will be given in English.

11.5. If in the sole opinion of the course leader:

* (a) you are unable to keep up with or participate in the course or your health or fitness may compromise your safety or the safety of others on the course; or
* (b) there is a problem of effectively communicating with you and this is causing a danger to you and/or others on the course, you may, in the absolute discretion of the course leader, be removed from the course (and, if necessary, this may be against your will). In such circumstances, you will not be entitled to a refund of monies and we will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such removal or for any other loss or damage howsoever caused arising out of your removal. You will, on demand, reimburse us for our reasonable costs of effecting your removal.

11.6 Insect populations vary according to location, weather and time of year. In many locations, insects are unavoidable and are a natural part of the outdoors experience. We recommend that you come prepared with appropriate protection.

1. **Your Equipment**

12.1. You are responsible for bringing sufficient appropriate clothing, baggage and equipment to a course, guidance of which will be sent to you after your booking has been confirmed.

12.2. Any information provided by us on such matters as climate, clothing, baggage and special equipment is given in good faith but without responsibility on the part of Fire and Air.

12.3. If, in the sole opinion of the course leader, your clothing and/or equipment is deemed insufficient or unsafe, you may be required to rent or purchase suitable equipment (if available) to continue the course and you may not be able to participate in the course until such items have been procured. In such circumstances, you will not be entitled to a refund of monies for any part of a course missed and we will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such disruption to your course or for any other loss or damage howsoever caused.

12.4. You will, on demand, reimburse us for our reasonable costs or losses in maintaining your safety as a result of unsafe clothing and/or equipment.

12.5. All luggage and personal equipment are, at all times, at your own risk. We will not be responsible whatsoever for any loss or damage to your luggage and/or personal equipment.

1. **Use of Equipment and Land**

13.1. You must use all reasonable care in the use of:

* any of our property and equipment;
* property and equipment provided by our suppliers; and
* the land used during the course including, but limited to, the flora and fauna.

13.2. You must comply with all reasonable instructions from our course leaders and their assistants in relation to its use.

13.3. We reserve the right to charge you for the cost of replacement or repair of items of property or equipment lost or damaged by you during a course. If any property or land is damaged by you during a course, we also reserve the right to charge you for the cost of reinstating the property or land to the condition it was in before you damaged it.

1. **Your conduct (see also Education Ethos and Behaviour agreement).**

14.1. Specific course rules will be explained to you at appropriate times during the conduct of a course. You must observe these rules and the reasonable instructions of our course leaders and their assistants at all times.

14.2. You must conduct yourself in a reasonable manner at all times and maintain standards of conduct which are consistent with the aims of the course.

14.3. Parents, guardians, teachers and those in comparable roles in respect of persons under the age of 21, must maintain control of those persons at all times, to the satisfaction of our instructors and ensure that they observe all rules and the reasonable instructions of our course leaders and their assistants and conduct themselves in a manner consistent with the aims of the course.

14.4. If, in the sole opinion of the course leader, your behaviour is deemed unsafe or unacceptable for whatever reason, you will, in the absolute discretion of our course leader be removed from the course (and, if necessary, this may be against your will). Circumstances in which this may occur include, without limitation, your intoxication; use of non-prescription drugs; disorderly, abusive or dangerous behaviour; intentional damage to property and failure of control over minors. In such circumstances, you will not be entitled to a refund of monies and we will not be liable to pay any compensation or incidental costs or expenses that you may incur as a result of such removal or for any other loss or damage howsoever caused arising out of your removal.

14.5. You will, on demand, reimburse us for our reasonable costs of effecting your removal.

1. **Subsequent instruction**

15.1. Unless otherwise stated in the course description, participation on one of our courses does not qualify you to subsequently conduct training courses of a similar nature and we do not condone or certify you to instruct anything for which you have received instruction from Fire and Air.

1. **Risks**

16.1. It is a fundamental term of booking that you acknowledge and accept the risks and hazards that may be involved in the courses conducted by us, including serious injury or death, loss or damage to property, discomfort and inconvenience.

16.2. In particular, you acknowledge and accept that:

* natural areas and waters are subject to natural forces which may result in obstacles and hazards which can be life threatening or cause injury;
* being in natural areas may result in encounters with wild animals, which can be life threatening or cause injury;
* weather may change rapidly and may be extreme, presenting obstacles and hazards which can be life threatening or cause injury;
* you may travel to remote areas where access to rescue, evacuation and/or suitable medical supplies and support may not always be available.

16.3. Save as otherwise required by law, participants take part in courses at their own risk.

1. **Accommodation**

17.1. Where accommodation is provided as part of a course, it is usually in shared (e.g. under tarpaulins or natural shelters) unless stated otherwise. Where clients book individually, they will normally be required to share accommodation.

1. **Independent Travel Arrangements**

18.1. We will not be responsible or liable for your actions or your safety for any independent travel you undertake before, during (if you choose or are forced to leave) or after the course.

1. **Course Date Changes**

19.1. Should you wish to change the date of your course, you may do so if you give us more than 45 days notice prior to the course start date, provided that there are sufficient spaces available on the course on the date you wish to change to.

19.2. Any such change will be subject to an administration fee.

1. **If You Have A Complaint**

20.1. If you have a complaint during your course, you must bring it to the attention of your course leader at the earliest appropriate opportunity in order that remedial action may, if appropriate, be taken. You expressly acknowledge that it is unreasonable to take no action during the course but to complain later. Any outstanding complaint not resolved during the course must be notified to us in writing within 30 days of the scheduled end of the course. To the extent permitted by law, we will not be liable in respect of any claims/complaints raised later than 30 days from the end of the relevant course.

1. **Minimum Impact**

21.1. We respect natural environments, endeavouring to have as little impact on them as possible. We will insist on strict environmental practices to ensure the continued quality of the natural environments in which we conduct our courses. Procedures for sanitation, rubbish disposal and clean-up will be explained by your course leader and/or their assistants at appropriate times during the conduct of a course. You must observe these practices at all times.

1. **Exclusions & Limitations Of Our Liability**

22.1. Nothing in these Terms shall limit or exclude our liability for:

* death or personal injury caused by our negligence; or
* fraud or fraudulent misrepresentation; or
* any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
* losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
* any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

22.2. Subject to clause 24.1:

* we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising out of or in connection with the provision of, or failure to provide, a course; and
* our total liability to you in respect of all other losses arising out of or in connection with the provision of, or failure to provide, a course, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid by you for the course.

22.3. Except as set out in these Terms, all warranties, conditions and other terms implied by statue or common law are, to the fullest extent permitted by law, excluded from these Terms.

22.4. This clause 22 shall survive termination of any Contract and the completion of any course.

**23. Force Majeure**

23.1. For the purposes of these Terms, a Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, without limitation, the following:

* strikes, lock-outs, boycott or other industrial action (whether involving our workforce or any other party);
* civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
* act of God (including, without limitation, fire, tempest, storm, dangerously high winds, flood, earthquake, subsidence, epidemic, or other natural disaster);
* failure in the provision of any utility, including power, gas, water, or communication services;
* malicious damage or sabotage;
* compliance with any law or governmental order, rule, regulation, sanction, embargo or direction;
* breakdown, cancellation or failure of machinery or transportation (including, without limitation railways, shipping, aircraft, motor transport or other means of public or private transport); or
* default of suppliers or subcontractors.

23.2. We will not be liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event.

23.3. If the Force Majeure Event prevents us from commencing or completing the course as planned we shall, without limiting our other rights or remedies, in the sole discretion of the course leader either (i) seek an alternative means of meeting the course objectives in the time available, provided the course leader determines that it is reasonable and safe to do so (including, without limitation, achieving the objectives of the course at a different location or by following a different itinerary or route); or (ii) cancel the course immediately.

**24. Variation of Terms**

24.1. These Terms may be varied at any time, without notice. You will be subject to the Terms in force at the time that you make a booking request, unless any change to the Terms is required by law or government or regulatory authority in which case, the revised Terms shall apply to any booking you have previously made.

24.2. Before you enter into a Contract with us, we reserve the right to amend any of the courses, services and/or prices described on our website.

**25. Severability of Terms**

25.1. If any particular term or condition shall be held void or unenforceable in whole or part by any court or other competent authority, the remaining terms and conditions, and the remainder of the term or condition affected, shall remain in full force and effect.

**26. Construction of Certain References**

26.1. In these Terms, the following rules apply:

* a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
* a reference to a person includes its personal representatives, successors or permitted assigns;
* a reference to a statute or statutory provision,
	+ is a reference to such statute or statutory provision as amended or re-enacted from time to time, and
	+ includes any subordinate legislation made under that statue or statutory provision, as amended or re-enacted from time to time;
* any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
* a reference to writing or written includes e-mails.

**27. Governing Law and Jurisdiction**

27.1. These Terms and each Contract and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English courts.