



## **Terms and Conditions**

### **School and Group Bookings**

The following are our terms and conditions to which all school and group bookings are subject. Written confirmation of the booking by way of a signed Booking Form and/or signed copy of these Terms and Conditions from the client implies an acceptance of these Terms and Conditions. Please keep one copy and return a signed copy to My Green World.

In these Terms and Conditions, "the client" refers to any person, school or group booking the session.

#### **Confirmation:**

- 1.1 A booking will not constitute a legal contract until it has been confirmed in writing by both the client and My Green World and until any deposit or payment in advance requested by My Green World has been paid and a copy of the Booking Form has been signed by the client and returned to My Green World.
- 1.2 My Green World reserves the right to refuse to accept any booking without stating a reason.

#### **Payment:**

- 2.1 Prices quoted are subject to variation up to 3 months prior to arrival, after which they may vary due to change in Value Added Tax or other reasons outside My Green World's control.
- 2.2 The deposit paid in respect of each course is accepted as a first instalment of the charge and is not refundable. Booking is 1/3 of the total booking value. Until the deposit is paid, the booking is treated as provisional and there is no certainty that a place can be held for more than 14 days after making a provisional booking. If a booking cannot be accepted, notification and refund of any deposit will be sent as soon as possible. If you anticipate a delay in payment, please inform My Green World as soon as possible.
- 2.3 The final balance of the course fee will be issued after the visit. The final balance will be taken from the number of students/group members confirmed on the booking form or from changes as agreed in point 5.2. The final balance is due no later than 28 days after issue of the invoice. If you anticipate a delay in payment please inform My Green World as soon as possible.
- 2.4 Payment by cheque or bank transfer only please. Cheques should be made payable to My Green World.
- 2.5 Anyone enrolling for a course will be invoiced for the full fee. No reductions or re-imbursments can be made in respect of subsequent late arrivals, early departures or absences during any part of the course.
- 2.6 My Green World reserves the right to charge interest at a rate of 2% above the Bank of England base rate for each 28 day period, or part thereof of any outstanding balances.

#### **Cancellation:**

- 3.1 If it is necessary for you to cancel your booking, please inform My Green World in writing as soon as possible. Cancellation is effective from the date your letter is received at our offices and may be subject to cancellation charges as follows:
  - The deposit is automatically forfeited if the booking is cancelled by the client for any reason.
  - If cancellation is made less than 28 days before the commencement of the course, whether deliberately or by default, the balance of fees must be paid in full, a condition that is accepted when the booking is confirmed.
  - It is strongly recommended that travel and cancellation insurance is obtained for the group as would be standard for any "out of school/college" trip, course or holiday.

### **Change of Programme:**

4.1 In the interests of Health and Safety it may, on occasions, be unavoidable to cancel or modify programmes of activities/studies due to adverse weather conditions or unforeseen unavailability of staff. My Green World staff will endeavour to offer a suitable alternative.

### **Number of Students:**

5.1 There is a minimum recommended group size of 15 students. Groups of 14 or fewer may be charged an additional cost for the course as agreed between My Green World and the client on arrangement of the provisional booking.

5.2 The approximate number of students/group members attending the course should be given at the time of booking. Please inform My Green World of any changes to group numbers (increase or decrease) as soon as possible. If there are changes to the final numbers this must be confirmed by noon the working day before the visit. My Green World reserves the right to charge for a minimum of 90% of the original booking number in cases of a large number of non attendees which will cover resources, preparation and tutor provision.

### **Visiting Staff:**

6.1 Visiting staff/group leaders must take full responsibility for the behaviour of their students/group members while at Leigh Woods and assist with reinforcing My Green World rules and regulations. Visiting staff will be considered to have a *duty of care* for their students and should be responsible at all times for their welfare.

6.2 My Green World reserves the right to send home or make alternative arrangements for any persons involved in illegal or inappropriate behaviour whilst on location at Leigh Woods.

6.3 My Green World staff are all First Aid qualified and always carry a First Aid kit. However, visiting groups should bring their own First Aid qualified staff and their own First Aid kit.

### **Guests with disabilities:**

7.1 My Green World and the Forestry Commission welcome guests of all abilities. Leigh Woods does have some wheelchair accessible areas and pathways. Disabled visitors should be able to manage independently or be accompanied by a friend, relative, carer etc on the same course, who is able to assist them. Please inform My Green World of any special needs during the enquiry and booking process to ensure all necessary preparations are made for your visit.

### **Liability:**

8.1 Save as contained in statute My Green World will not be liable or responsible for any loss, damage or inconvenience of any type or kind.

8.2 The group organiser will indemnify My Green World against any loss or damage to the property of any student/group member, or by any other person attending the course or to any property belonging to third parties.

### **Law:**

9.1 These conditions and the contract of which they form a part shall be governed by English Law and the parties to the contract hereby submit to the exclusive jurisdiction of the Courts of England.

### **Force Majeure:**

10.1 My Green World shall not be liable for any breach of its obligations under this agreement resulting from causes beyond its reasonable control including but not limited to fires, strikes, riots, embargos, inability to obtain supplies, or regulations of a civil or military authority.

### **Whole Agreement:**

11.1 This whole agreement contains the entire understanding of the parties and the superseded all prior written or verbal agreements or representations. No variation will be binding unless in writing and signed by an authorised representative of My Green World.