



in  
partnership  
with



## **Terms and Conditions**

### **School and Group Bookings**

The following are our terms and conditions to which all school and group bookings are subject. Completion of the booking form from the client implies an acceptance of these terms and conditions.

In these terms and conditions, the expression "MGW" refers to My Green World as specified in the client's confirmation and the expression "the client" refers to any person, school or group booking through My Green World. The expression "AWT" refers to Avon Wildlife Trust. Avon Wildlife Trust owns and manages the Folly Farm Centre.

#### **Confirmation:**

- 1.1 A booking will not constitute a legal contract until it has been confirmed in writing by both the client and MGW and until any deposit or payment in advance requested by MGW has been paid.
- 1.2 MGW 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 MGW'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. The deposit 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 7 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 MGW 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 MGW as soon as possible.
- 2.4 Payment can be made by cheque or BACS. Please make cheques payable to 'My Green World'.
- 2.5 Anyone enrolling for a course will be invoiced for the full fee. No reductions or re-imburements can be made in respect of subsequent late arrivals, early departures or absences during any part of the course.
- 2.6 MGW reserves the right to charge interest at a rate of 2% above the Bank of Scotland 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. MGW staff will endeavour to offer a suitable alternative.

### **Number of Students:**

- 5.1 Groups of 15 students/group members or less may be charged an additional cost for the course or there may be opportunity to link with another group for fieldwork/activity purposes. We will do our utmost, at these times, to ensure that your group receives the fieldwork days of your choice but it may be difficult at times to meet your exact requirements.
- 5.2 The approximate number of students/group members attending the course should be given at the time of booking. Please inform MGW 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 for day visits and four working days notice for residential groups. MGW 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 working with MGW and assist with re-enforcing MGW 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. This will be particularly important during the overnight period when MGW staff are on-call but not in residence at Folly Farm (applicable to residential groups only).
- 6.2 MGW reserves the right to send home or make alternative arrangements for any persons involved in illegal or inappropriate behaviour whilst at fieldwork locations and education centres.

A detailed list of Visiting Staff/Group Leader responsibilities and emergency procedures is available on arrival or at your request.

### **Guests with disabilities:**

- 7.1 MGW welcomes guests of all abilities. The Folly Farm Centre has wheelchair accessible accommodation and can provide contacts for specialist equipment required. Disabled guests 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 MGW of any special needs during the enquiry and booking process to ensure all equipment and rooms are available.

### **Liability:**

- 8.1 Save as contained in statute MGW will not be liable or responsible for any loss, damage or inconvenience of any type or kind.
- 8.2 MGW and AWT will not be liable for any loss of or damage to, the property of any student/group member or other person in the Folly Farm Centre except as defined in the Proprietors Act 1956 or as otherwise provided by statute.
- 8.3 The group organiser will indemnify MGW and AWT against any loss or damage to, the property of any student/group member, or by any other person attending the course, to any part of the AWT or its fixtures or equipment, 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 MGW/AWT 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 MGW.