

1. Definitions

'FSTC' means 'The Forest School Training Company Ltd'; a limited Company registered in the UK no. 5288104. 'The Client' means the person or persons named on the booking form.; 'FSTC training courses / events' means one of FSTC's instructional training courses or events; 'Booking form' means one of FSTC booking forms.

2. Agreement

Agreement on the basis of these terms and conditions arises upon the fulfilment of the following:

- 1) Receipt by FSTC of a properly completed booking form accompanied by the payment or deposit specified by that booking form.
- 2) Clearance of the payment or deposit into FSTC's bank account.
- 3) Acceptance by FSTC in writing.
- 4) FSTC reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and FSTC will return any payment accompanying the booking form.
- 5) The agreement is between FSTC and the client and is the sole agreement between those parties. No variation of these terms and conditions shall be applicable unless agreed in writing by FSTC before the relevant FSTC training.
- 6) The person signing the booking form shall be deemed to sign that form for him/herself.
- 7) The agreement is governed by English law.

3. Payment

If a deposit is paid, the balance of the fee 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 start of the FSTC training. If not so paid, FSTC reserves the right to treat the agreement as cancelled by the client pursuant to clause 5, below. Booking made within 4 weeks of the course must be accompanied by payment in full.

4. Prices

Whilst every effort is made to limit prices to those given in the booking form, FSTC reserves the right to alter prices should its costs in hosting an FSTC training increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport, materials and venue hire).

- a. In the event that a price is altered the client will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as the original price.
- b. In the event of the price being increased by 15% or more the client may opt to cancel the booking and will then be entitled to a refund of all monies then paid.

5. Cancellation by client

If the booking is cancelled by the client (for any reason) the following cancellation charge will arise:

- a. Cancellation more than 4 weeks before the FSTC training starts the deposit is forfeited.
- b. Cancellation less than 4 weeks before the FSTC training 100% of the fee is payable.

6. Cancellation /alteration of an FSTC training course

An FSTC training course benefits from the presence of a critical number of persons. If FSTC, in its absolute discretion and without need to give reasons, determines that a critical number will not be present it reserves the right to cancel an FSTC training course at short notice. In these circumstances the client will be offered the option of the return of monies paid or the opportunity to participate on a later training course.

The client acknowledges that all the circumstances in which FSTC may be forced to alter or cancel a training course will have resulted from factors beyond FSTC's control. In return for FSTC's undertaking to give the maximum amount of notice that circumstances allow, the client accepts that FSTC will not be liable for any losses arising as a result of such cancellation or alteration.

7. Conduct

All FSTC training courses are hosted by experienced and capable leaders.

The client acknowledges that all students attending FSTC training courses / event are entitled to expect a high standard of conduct and regard for personal well-being on the part of all clients. For this reason the client accepts that FSTC may in its absolute discretion and without the need to give reasons, arrange for him/her to be removed from an FSTC training course /event, if necessary against his/her will. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct, intoxication, inadequacy of clothing or equipment, incapacity or inability to meet the requirements of the training.

In such circumstances the client will not be entitled to a refund of monies and FSTC will furthermore not be liable for any losses so resulting. The client will on demand reimburse FSTC its reasonable costs of affecting his/her removal.

8. Liability

FSTC training courses / events take place in woodlands / open countryside and are by their nature not absolutely free from hazard. FSTC makes every effort to minimize risks to clients and instructs clients in the safe negotiation of such risks as may remain. Consequently the client acknowledges that there are circumstances in which an accident could befall a client without FSTC being at fault and accepts that he/she is taking part in an FSTC course/event at his/her own risk.

- a. FSTC only accepts liability for physical injury to a client that is shown to result from negligence on the part of FSTC
- b. The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expense of delay) however arising is not the responsibility of FSTC and that FSTC's liability is limited accordingly.

9. Insurance

FSTC is covered to a level of £5,000,000 for Public Liability.

The client is strongly advised, if not already covered by insurance through the nature of their employment, to take out personal insurance of the type available to holiday-makers to cover the risks ordinarily covered by such policies, including personal injury, loss of belonging and money and cancellation.

Furthermore it is the client's responsibility to ensure they have adequate and appropriate insurance cover to deliver their Forest School Programme as part of the completion of the level 3 Forest School qualification.