



**The Outdoor Education Company**  
**Terms and Conditions**  
Version 1.4 – 25/10/18

The Outdoor Education Company (east) Limited is referred to in this document as 'The Company'.

1. No booking shall be deemed to be confirmed until the signed booking form and, if appropriate, deposit payment received.
2. The initial deposit is 25% of the total amount of the booking (minimum of £100). It covers administration costs and is not refundable, unless we are unable to arrange your booking. The balance (75%) is payable 14 days prior to the start of a booking.
3. Failure to comply with the terms and conditions may result in your booking being cancelled and you being liable for the total cost.
4. Cancellations must be made in writing (email or post) to The Company.
5. In the event of a cancellation the following charges will apply:
  - Within 60 days prior to event – 25% of total cost
  - Within 30 days prior to event – 50% of total cost
  - Within 14 days prior to event – 75% of total cost
  - Within 8 days prior to event – 100% of total cost
6. The percentages listed above refer to the total price of the booking. However, the deposit will be forfeited in full even if it should be more than the subsequent percentage due. Insurance to cover cancellation should be arranged.
7. Late payments will incur a one off charge of £35.00 plus interest charged on the overdue amount at the rate of 10% per week or part thereof.
8. Any cheques returned not cleared by our bankers will be subject to a £35.00 charge.
9. The Company reserves the right to cancel, alter, or delay any booking where forced to do so by circumstances beyond our control, such as serious illness, severe weather or any other circumstances which would subject The Company or any of its employees or any of its participants to danger.

10. Site visits can be made in advance of making a booking if there is any doubt of suitable access. The cost of the site visit will be quoted and is payable in advance. Refunds may be provided in the event of not being able to access a location, providing nothing has changed since the site visit was made.
11. Equipment, once sited, will not be moved. Ensure that you advise our staff where you want them to setup accurately.
12. Most of our activities can be used in wet weather. Therefore, we do not offer refunds in the event of adverse weather. Alternative provision may be offered if we cannot operate for safety reasons (high winds, thunderstorms).
13. In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid in relation to the contracted event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings.
14. Adequate vehicular access is required to deliver all activities unless previously discussed. It is the customer's responsibility to ensure there is suitable access or make alternative arrangements with The Company. Alternative arrangements should be agreed in writing.
15. Access cannot be gained across infirm ground, up steep slopes, across sudden changing gradients. In respect of the climbing wall, sharp turns, narrow roads, cars parked opposite gates and gates of less than 3m can prevent us from accessing our set up location. Space to manoeuvre into position will also be required. If adequate access/space is not available The Company reserves the right to decline setting up the equipment. Full payment will still be charged.
16. The Company will not take responsibility for any damage to the ground surface from our equipment, however we will take all precautions to preserve the surfaces we operate on.
17. The client is responsible to ensure that adequate free parking is available for any vehicles.
18. All activities have risk assessments. These have control measures which may include, but are not exclusive to: clothing requirements, operating areas, jewellery policy and If the control measures in the Risk Assessments cannot be met, participants may not be allowed to take part in activities or the activity may be stopped. No refund will be given.
19. Participants must be physically fit to take part in the activities involved and free from any illness or conditions that may render the activity hazardous. Certain activities are

only suitable for specific age groups and these age restrictions must be adhered to. The Company accepts no responsibility when customers fail to adhere to these rules.

20. Consent forms must be obtained for any participants that will take part in activities or use equipment provided by the company. Participants or parents/guardians should be made aware of the risks associated with each activity.
21. Some activities are potentially dangerous if not skilfully managed. Safety must therefore be paramount and all participants must accept that the decision of the activity instructor is final and at all times be accepted by the participants. The Company will accept no liability for problems arising from failure to accept and/or respond to the authority and instructions of the appointed staff.
22. Any activities hired on an 'equipment only' basis must be supervised by a responsible person over the age of 18. This person must ensure risk assessments, provided training and guidance notes are followed.
23. The collection time as stated on your contract is the time that we can drive into an event and start breaking down equipment.
24. No Liability is accepted for:
  - Loss of or damage to property belonging to or travelling with the members of any group. For example watches, jewellery, cameras or clothing
  - Losses or additional expenses due to delays or changes in travel services, sickness, weather, strikes, riots, war, quarantine or any other cause.
  - Personal injury or death of any participants however caused unless by proven negligence of the company.
25. In the event of any damages caused by participants to property or equipment in use by or owned by The Company, except by fair wear and tear, the customer will be charged the full replacement cost.
26. Any damages must be reported to a member of The Company staff immediately.
27. If you have any complaint during your booking, please notify the Director of The Company or The Company representative immediately. We will then do our utmost to find a speedy and satisfactory solution. In the event that you are not satisfied with the solution please complain in writing to the Director of The Company within 14 days of the end of your booking.
28. The Company has £5m Public/Products Liability insurance cover in place.