

Gary Evans Outdoors

Tel: 01558 669165
Mob: 07836 748752

Gary Evans Outdoors Terms & Conditions 2023

Email: garyswcro@gmail.com

This information should be read carefully before booking any course, assessment, or activity with Gary Evans Outdoors.

All bookings made are considered provisional until a deposit or full payment has been made, unless an Agreement has been reached to Invoice post-delivery. Upon confirmation of a booking the representative of clients/participants will have entered into a binding contract on the basis of the following terms and conditions. Please contact us if you have any questions.

(1) Agreement

Any agreement based on the outlined terms and conditions arises upon the fulfilment of the following :

- a. Receipt and clearance in Gary Evans's Account of full payment or deposit as detailed in Section 2 below, and confirmation by the client in writing by e-mail to Gary Evans of the booking.
- b. That the confirmation in writing is taken as that of the client or employee of the client attending the course and/or the legally recognised agent of all clients attending and, acting on their behalf.
- c. The agreement is between Gary Evans Outdoors and the client(s) who have confirmed the booking and is the sole agreement between those parties.
- d. Gary Evans Outdoors reserves the right to refuse bookings to any party or individual without need to give reason, solely at Gary Evans Outdoors's discretion and we will return any payment relating to the booking.

(2) Deposits

The deposit, if required, will be agreed at the point of booking, and may include all costs for the booking, including activities and any accommodation booked through Gary Evans Outdoors. The deposit should be paid at the time of booking as a means of confirming the booking. Bookings will be considered provisional until a deposit or full payment is made. All deposits are non-refundable.

(3) Final Payment

The balance of the fees as specified at the time of booking must be paid in full by the date specified, usually 7 days before the event is taking place. If not so paid, Gary Evans Outdoors reserves the right to treat the agreement as cancelled by the client(s) in relation to clause 4 below. Bookings made within 7 days of course commencement must be accompanied by payment in full.

(4) Cancellation of Course, Assessment, or Workshop

Due to the substantial preparation by Gary Evans Outdoors prior to any course, the client should be aware of the following conditions and therefore agree to such. If the booking is cancelled for any reason the following charges will be applied :

- a. Cancellation more than 2 weeks before course commencement - the deposit is forfeited.
- b. Cancellation less than 1 week before course commencement - 100% of the course fees will be payable by the client to Gary Evans Outdoors. A 'no-show' is considered the same as a cancellation within one week.

(5) Variation of courses by Gary Evans Outdoors

By its very nature a Gary Evans Outdoors course is subject to natural forces and although every effort is made to comply with the course content, Gary Evans Outdoors reserves the right to alter the course content to match any natural variables. The client acknowledges that information provided by us is given to the best

of our ability but because of natural variations it may be necessary to change the itinerary and that in such circumstances it is not reasonable to expect Gary Evans Outdoors to be liable for any losses as a result, and that our liability is limited accordingly. If any changes are made to the content of a course because of weather conditions, Gary Evans Outdoors will aim to provide content and/or activities that are as similar in nature to the original booking as possible.

(6) Client Conduct

Gary Evans Outdoors Clients are expected to behave in a reasonable manner at all times and to comply with the instructions and leadership of Gary Evans Outdoors Staff. Gary Evans Outdoors reserves the right to remove any client(s) from the course at the discretion of the instructor/leader without recourse or repayment for that course and against the client(s) will, if necessary. Circumstances that may warrant exclusion from the course includes (without limitation): intoxication, use of non-prescribed drugs, abusive behaviour, inability to meet the rigours of the course for physical or mental reasons, or through lack of appropriate equipment. If you are in doubt about your ability to meet the rigours of the course, please contact your GP before booking. For removal of any party under such conditions, Gary Evans Outdoors is also entitled to any reasonable costs arising from removal of said client(s) payable upon demand. In addition, parents, guardians or those in a position of similar responsibility are to ensure the behaviour and safe control of any children to the satisfaction of Gary Evans Outdoors Staff.

(7) Insurance

Gary Evans Outdoors is insured to industry standards for public liability and is insured as an outdoor activity provider. Gary Evans Outdoors clients are advised to provide their own personal insurance cover from an established company.

(8) Liability

Gary Evans Outdoors courses take place in the outdoors, which by its nature is never completely free from hazard. Whilst all reasonable precautions are taken to minimise the risks the client accepts that accidents including serious injury and death can occur without Gary Evans Outdoors being at fault. The client also recognises that Gary Evans Outdoors is not responsible for loss or damage to personal property of the client, including vehicles, money, clothing and/or equipment. The client also recognises attendance of a Gary Evans Outdoors course in no way qualifies him/her to teach the course content. Gary Evans Outdoors therefore accepts no responsibility for any mishap occurring to third parties taught by attendees of Gary Evans Outdoors courses. Gary Evans Outdoors also takes no responsibility for any mishaps during a course from any instruction or information not given by Gary Evans Outdoors Staff. Gary Evans Outdoors also takes no responsibility for any mishaps occurring as a result of the client's failure to follow instructions given by Gary Evans Outdoors Staff. Gary Evans Outdoors will only accept liability for physical injury to a client that is shown to result from negligence on the part of Gary Evans Outdoors.

(9) Cancellation by Gary Evans Outdoors

In the event that Gary Evans Outdoors cancels a course, all monies will be refunded in full, or if preferred, transferred as a deposit or payment for another course. Gary Evans Outdoors reserves the right to cancel all and any bookings without any reason or notice. Under these unlikely circumstances, Gary Evans Outdoors agrees to repay in full all and any deposits or course fees to the client.

(10) Complaints

In the unlikely event that a client has cause for complaint about a Gary Evans Outdoors course, the complaint should be made to a representative of Gary Evans Outdoors during the event in order that corrective action can be taken if necessary. If the complaint is about a member of staff, please contact the office and we shall inform you of the complaints procedures so we can take necessary action. Any complaints must be made immediately. Gary Evans Outdoors will not accept a complaint after the end of a course. However, should a problem not be resolved at source, a complaint should be made in writing within 28 days, or this complaint will not be upheld.