WAY OF NATURE UK

020 3174 0720
info@wayofnature.co.uk
www.wayofnature.co.uk

Terms & Conditions

For Fire & Shadow Programme

1. Contract

Your contract for the programme is with Way of Nature UK (hereinafter referred to as “Way of Nature” or “we” or “us”), registered in England, company No. 9026164.

2. Confirmation and Payment

To confirm your booking with Way of Nature you are required to complete, sign and return the Registration and Medical details to us, via our online form.

3. Legal Conditions to the Contract

By signing this agreement, you agree to the terms laid out in this document as legally binding. Please sign and return this document to us.

4. Participant Information and Criteria

For each and every individual participant covered by this contract, you must notify Way of Nature UK of the following information before the services are provided:

a. the participant’s name;

b. the participant’s email address;

c. the participant’s date of birth;

d. details of any health conditions, medications or allergies;

e. the name and contact details of next of kin;

f. details of any special dietary needs.

This information must be supplied using a Way of Nature UK ”Programme Registration & Medical Declaration form” which must be signed and dated by each participant. Participants must be eighteen (18) years of age or over to participate in services provided by this contract or provide the signatures by their parents or legal guardian

5. Changes by You

We will endeavour to meet any alterations to your booking that you request, however these are subject to availability and cannot be guaranteed. Any requests must be made in writing. If changes you request result in additional charges, including administration charges you will be responsible for this extra cost

6. Cancellation by You

Should you unfortunately need to cancel you must notify us in writing. If you cancel within 6 weeks of the start date you will be liable to pay 100% of the total booking cost. If you cancel within 6-12 weeks of the event you will receive a 50% refund of the total booking cost. If you provide written cancellation 12 weeks or more before the event you will receive 100% of the total booking cost back.

WAY OF NATURE UK

020 3174 0720
info@wayofnature.co.uk
www.wayofnature.co.uk

7. Changes by Us

We will do our utmost to deliver our services in accordance with what we have confirmed to you, but reserve the right to make unavoidable alternations or cancellation to facilities, services or prices after confirmation if necessary. We will advise you of any alterations as soon as possible. If it is a major change, which significantly alters the nature of your experience you will have the choice of accepting the change, accepting an alternative experience (if the price is lower, we will refund the difference) or accepting a 50% refund of monies paid. Way of Nature will not cancel any experience for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office or unless the circumstances fall within the scope of Force Majeure – see below. We will not refund any incidental expenses you may have incurred as a result of cancellation.

Where a major change arises from circumstances amounting to a force majeure (please see below), we will endeavour to refund all sums as yet unpaid by us to our suppliers. Your insurance policy, however, must cover the remainder.

8. Risk

Any information provided by Way of Nature UK on such matters as climate, weather, environmental conditions, clothing, baggage, accommodation, food, transport and special equipment is given in good faith but without responsibility on the part of Way of Nature UK. It is a fundamental condition of this contract that you accept the hazards involved when undertaking outdoor activities and you accept that in visiting remote and mountainous regions and areas whose access is subject to weather, tides, and sea or terrain conditions, that there must be an element of flexibility. You must acknowledge that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise.

Participants undertaking outdoor activities as part of this agreement must have a level of fitness commensurate with the services specified, and you are responsible for bringing the appropriate equipment, details of which will be sent to you in advance. It is your responsibility to read the information regarding the event including the Welcome Pack. If you would like to see our updated Safety and Risk policy please ask us by email.

If, in the opinion of the Way of Nature UK guide or staff member, the health, fitness, psychological condition, behaviour or equipment of a participant may compromise the safe provision of the outdoor activities specified as part of this contract, or in the event that that participant's behaviour is considered unacceptably disruptive to the prejudice of other members of the group, we reserve the right to cancel or terminate your contract. In these circumstances you will not be entitled neither to a refund nor compensation.

9. Insurance

To undertake outdoor activities as part of this agreement it is the responsibility of each participant to be covered by adequate insurance for the duration and type of activity undertaken. The insurance must include cover for wild camping, cancellation and curtailment, medical and emergency expenses (including evacuation by helicopter), personal accident, injury and death. In the event of emergency medical rescue and/or evacuation during a programme, by whatever means, the responsibility of such costs will be borne by the client. It is therefore essential that adequate cover is in place. Way of Nature UK can provide details of suitable policy providers. Failure to disclose pre-existing medical conditions may render policies invalid.

WAY OF NATURE UK

020 3174 0720
info@wayofnature.co.uk
www.wayofnature.co.uk

10. Disclaimer

It is necessary to take as much care and attention as possible regarding wellbeing and safety. Way of Nature UK requires each attendee to be completely responsible for your health and safety. When out alone in nature Way of Nature UK cannot accept legal responsibility for any participant's health and wellbeing. By signing and agreeing to this contract you agree to take full responsibility for your health and wellbeing while on solo.

11. Medical Conditions

If a participant suffers from a medical condition that may affect their, or other people's, safety or enjoyment of an outdoor activity, you must advise Way of Nature UK at the time of booking. If a participant leaves any part of a programme, undertakes independent activities during the programme, or acts contrary to the safety advice and instruction given by the programme leader, we are not responsible or liable for their actions or their safety. Participants may also be asked to leave the activity if their actions compromise their own safety, or that of other members of the group or the programme leader.

Any participant under the influence or recent influence of alcohol or any form of narcotic substance, legal or otherwise, may be dismissed from the group at the discretion of the programme leader. Way of Nature UK take no responsibility for the safety of a person dismissed from the programme for this reason, or for relocating them back at the designated 'Meeting Point'.

12. Complaints

If you have a complaint about the provision of the services provided by Way of Nature UK, you should make it known to the a staff member at the earliest opportunity, thereby giving us the opportunity to put things right for you immediately. If the matter cannot be resolved to your satisfaction, please contact Way of Nature UK within 28 days of the end date of your contract and we shall endeavour to provide a prompt resolution.

13. Force Majeure

Way of Nature UK will accept liability for the negligence of its employees causing direct physical injury to participants only to the extent that it is obliged under English law. We cannot be held responsible for any mishap to participants or a participant's property, and in particular for the consequences of flight cancellations, vehicle accidents, strikes, natural disasters, sickness, Government, local authority or customs or police intervention or other such happenings amounting to force majeure.

14. Liability

Way of Nature UK and its employees are covered by UK public indemnity insurance for transformational retreats including instruction in meditation, chi gung and tai chi for up to a maximum of £1,000,000 in any one claim. By signing this agreement you acknowledge that Way of Nature UK has taken all reasonable steps to safeguard its liability in this respect. Way of Nature UK shall not be liable for any damages caused by the total or partial failure to supply these services if such failure is:

a. attributable to anyone other than the Way of Nature UK leader(s);
b. unforeseeable or unavoidable and attributed to a third party unconnected to Way of Nature UK;
c. result of unusual or unforeseeable circumstances, reasonably beyond the control of Way of Nature UK;
d. a result of an event which Way of Nature UK or any of its agents, even with all due care, could not foresee.

WAY OF NATURE UK

020 3174 0720
info@wayofnature.co.uk
www.wayofnature.co.uk

Where Way of Nature UK are found to be liable for damages in respect of its failure to supply the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally be limited to the contract fee. Where the damage relates to damage caused by the provision of road, rail, river or sea transport, or hotel accommodation, any compensation payable will be limited by the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation). All transport is undertaken entirely at your own risk. Any independent arrangements that you make which is not part of the specified services are entirely at your own risk.

15. Data Protection

We will provide your personal information, as well as personal information you provide in relation to others in your party to our staff and service providers, who might be located outside the UK and/or EU, to enable the operation of the services required by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant staff or service provider to enable provision of the services requested by you. We will apply appropriate security measures to protect this data.

16. Website Accuracy

All information given in our promotional materials are, to Way of Nature UK's knowledge, correct at the time of publication.

Before you enter into a contract with us, we reserve the right to make changes to the information provided.

17. Governing Law

This contract shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

I, the undersigned, have read and understood this agreement between myself and Way of Nature UK Ltd.

Name: _____

Signed: _____

Date: _____