

Woodsmoke Terms & conditions

Please read these terms & conditions carefully before completing and returning our booking form. Once a completed booking form has been accepted in writing by Woodsmoke all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these terms & conditions. If you have any questions about them please do not hesitate to contact us.

"Woodsmoke" means Ben McNutt and Lisa Fenton trading as Woodsmoke, PO Box 45, COCKERMOUTH, CA13 9WB.

1. Agreement

Agreement on the basis these terms & conditions arise upon the fulfilment of all of the following: receipt by Woodsmoke of a properly completed booking form accompanied by the payment or deposit specified in that booking form; clearance of the payment or deposit into Woodsmoke's bank account; acceptance by Woodsmoke in writing.

Woodsmoke 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 Woodsmoke will return any payment accompanying the booking form.

The agreement is between Woodsmoke and the client(s) and is the sole agreement between those parties. No variation of these terms & conditions shall be applicable unless agreed in writing by Woodsmoke before the relevant course.

The person signing the booking form shall be deemed to sign that form for his / herself and as agent for all other persons listed on that form and warrants that he / she is appointed agent for that purpose. The agreement is governed by English law.

2. Payment

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 eight weeks before the course. If not so paid, Woodsmoke reserves the right to treat the agreement as cancelled by the client(s) pursuant to clause 4, below.

3. Prices

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

In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price.

In the event of the price being thus increased by 15% or more the client may opt to cancel the booking and will then be entitled to a refund of all monies paid.

4. Cancellation by client(s)

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

Cancellation more than 8 weeks before course deposit forfeited

Cancellation 4 - 8 weeks before course 50% of fee payable

Cancellation less than 4 weeks before the course 100% of fee payable

And the client acknowledges that it is reasonable for such penalties to arise, given the need for Woodsmoke to make preparations for a course substantially in advance of the course.

5. Variation of a course by Woodsmoke

A Woodsmoke course is, by its very nature, exposed to natural variables, including the weather. Whilst every reasonable effort is made to deal with (indeed to learn from) such contingencies there may be occasions when Woodsmoke, through no fault of its own, is forced to vary or modify a course itinerary at short notice or decides to do so in order to take advantage of natural circumstances. The client acknowledges that information about courses provided by Woodsmoke is given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify a course and that in such circumstances it is not reasonable for Woodsmoke to be liable for any losses consequential on such a change and that Woodsmoke's liability is limited accordingly.

6. The conduct of a course

The client acknowledges that during a Woodsmoke course he / she is required to submit to the reasonable instructions and leadership of Woodsmoke, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of Woodsmoke. The client acknowledges that persons attending a Woodsmoke course 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 Woodsmoke may, in its absolute discretion and without the need to give reasons, arrange for him / her to be removed from a course, if necessary against his / her will. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of the course. In such circumstances the client will not be entitled to a refund of monies and Woodsmoke will not be liable for any losses so resulting. The client will on demand reimburse Woodsmoke its reasonable costs of effecting his / her removal.

7. Liability

Woodsmoke courses take place in the open countryside and are by their very nature are not absolutely free from hazard. Woodsmoke makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risk as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without Woodsmoke being at fault and accepts that to that extent he / she is taking part in a Woodsmoke course at his / her own risk. Woodsmoke only accepts liability for physical injury to a client that is shown to result from negligence on the part of Woodsmoke. 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 expenses of delay and harm caused other than by the negligence of Woodsmoke) howsoever arising is not the responsibility of Woodsmoke and that Woodsmoke's liability is hereby limited.

8. Insurance

Woodsmoke is insured as an Outdoor Activities provider & is covered to a level of £5,000,000 Public Liability Insurance. The client is also advised to provide their own personal insurance cover, to include 'Working with hand tools'.

9. Complaints

In the unlikely event that a client has cause for complaint about a Woodsmoke course, complaint should be made to a representative of Woodsmoke during the event, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a course but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law Woodsmoke will not be liable in respect of claims first intimated later than 28 days from the close of the relevant course.

10. Subsequent instruction by client (s)

Although all Woodsmoke courses are taught by highly experienced & capable leaders, it is not intended that any instruction provided to any client(s) while on a course will in any way qualify that/those client(s) to instruct any third party & no warranty is made to that effect. Woodsmoke hereby excludes any liability it might have to any third party in respect of any loss or damage suffered or incurred by that third party in its reliance on any skills taught by any client(s) on the basis of having attended any Woodsmoke course.

11. Insolvency and cancellation by Woodsmoke

In the unlikely event that Woodsmoke becomes insolvent all monies will be refunded in full. In the event that woodsmoke cancels a course, all monies will be refunded in full, or if preferred transferred as a deposit for another course of the same cost. Woodsmoke requires a minimum number of six clients to run a course.

12. Transport, Accommodation and Meals

Woodsmoke can provide a pick up service, via Land Rover, to and from the nearest railway station to the course location. There is no charge for this service. Accommodation is either in the client's own tent (or similar shelter) or in natural shelters. All meals are provided, including a vegetarian option if required.

Our courses have been designed for the outdoor enthusiast with an adventurous spirit – no whingers please!