

## RETREAT TERMS & CONDITIONS

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### Contract

Your contract is with Natural Change Limited (hereinafter referred to as “NCL” or “we”), of Arrochar, Glen Road, Dunblane, Stirling FK15 0GY (Company Number: SC461672). All services involving outdoor activities that you purchase from NCL are organised and sold subject to the following conditions:

### Confirmation

1. To confirm this agreement you are required to pay the contract fee(s) either in full or by the due date(s) as set out in the Schedule of Services/Personal Details Form annexed hereto. Failure to do so may result in the cost being increased, interest being charged at 5% above the Bank of Scotland base rate on any sums outstanding, or, ultimately, cancellation. Upon signature of the Schedule of Services/Personal Details Form the contract will become binding upon you. NCL is not bound to provide any services whatsoever until payment has been received and cleared at our bank.

### Payment

2. All prices are quoted in UK Pounds Sterling.  
Payment will be accepted by either:
  - a. Bank Transfer/BACS (account details are provided upon request)
  - b. Cheque made payable to ‘Natural Change Limited’ (please allow 10 days from postage to clearance);

### Participant information

3. For each and every individual participant covered by this contract, you must notify NCL of the following information before the services are provided:
  - a. the participant’s name;
  - b. the participant’s date of birth;
  - c. details of any health conditions, medications or allergies;
  - d. the name and contact details of next of kin;
  - e. details of any special dietary needs.

This information must be supplied using the NCL Personal Details Form which must be accepted online or by signature and dated by each participant.

## Changes or cancellation

4. If you cancel this contract six weeks (42 days) or more before the start date given on the Schedule of Services/Course Application Form you are liable to pay 50% of the total contract price. If you cancel during the contract period, or within six weeks (42 days) of the start date given, you are liable for 100% of the contract price. Changes to, or cancellation of, any part of this contract by you will be subject to an administration fee at a rate of £40 per hour.
5. NCL reserve the right to change any of the facilities, services or prices described in our promotional material or in the Schedule of Services/Personal Details Form that form part of this agreement. We also reserve the right to cancel any element of the contract. It is unlikely we will have to make any changes to the services specified, however, we do plan the arrangements months in advance and circumstances change which are beyond our control. Any changes are usually very minor, and we will advise you at the earliest possible date. If a major change becomes necessary, we will inform you as soon as reasonably possible. A major change is an alteration of the start or finish time of a residential element by more than 12 hours, a change of delivery location or a change to a lower standard of accommodation. When a major change or cancellation occurs you will have the choice of accepting the change of arrangements, purchasing other services from us, or cancelling your contract (in which case 50% of the fee is refundable). We will not refund any incidental expenses you may have incurred as a result of a cancellation. Where a major change arises from circumstances amounting to a force majeure (please see clause 12 below), we will endeavour to refund all sums as yet unpaid by NCL to our suppliers. Your insurance policy, however, must cover the remainder.

## Risk

6. Any information provided by NCL 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 NCL's part.
7. 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 coastal 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 physical and mental fitness commensurate with the services specified, and you are responsible for bringing the appropriate clothing and equipment, details of which will be sent to you in advance.

If, in our opinion, or that of the facilitator or staff member we have engaged to deliver the activity, 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 to either a refund or compensation.

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, NCL is not responsible or liable for their actions or their safety. Participants may also be asked to leave the course if their actions compromise their own safety, or that of other members of the group or the facilitator(s).

## **Accommodation & travel**

8. Residential accommodation is as set out in the Schedule of Services/Personal Details Form. Where a single room is requested, we will do everything we can to accommodate that request at no extra cost, however, where we cannot achieve this, requesting a single room may attract a supplement on the contract fee. You accept that this additional supplement may apply and, where appropriate, you will be advised and invoiced separately for the relevant amount. Sometimes no single accommodation is available.

All residential elements have a designated 'Meeting Point' and we take no responsibility for travel to/from this meeting point. We are happy to connect you with other group members in order to share travel for environmental and cost-saving reasons.

## **Insurance & hold harmless**

9. To undertake outdoor activities as part of this agreement each participant must be covered by adequate insurance for the duration and type of activity undertaken. The insurance must include cover for 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 an activity, by whatever means, the responsibility of such costs will be borne by the participant. It is therefore essential that adequate cover is in place.

## **Medical conditions**

10. If a participant suffers from a medical condition that may affect their, or other peoples, safety or enjoyment of the training, you must advise this at least 14 days prior to attending a residential element.



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 facilitator(s). NCL 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'.

## Complaints

11. If you have a complaint about the provision of the activities specified, you should make it known to us at the earliest opportunity. If you feel your complaint has not been properly dealt with, we shall endeavour to agree a resolution with you. Any outstanding complaint not resolved during the contract period should be notified to NCL in writing within 30 days of the end of the contract period, as specified. It is our preference that any contentious issue be dealt with by negotiation and/or formal mediation rather than litigation, however we reserve our full rights.

## Force majeure

12. NCL will accept liability for the negligence of employees causing direct physical injury to participants only to the extent that it is obliged under Scottish 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 or customs or police intervention or other such happenings amounting to force majeure.

## Liability

13. NCL facilitators are independently, privately covered by UK public and professional liability insurance. By signing this agreement you acknowledge that NCL have taken all reasonable steps to safeguard liability in this respect.

NCL 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 NCL;
- b. unforeseeable or unavoidable and attributed to a third party unconnected to NCL;
- c. result of unusual or unforeseeable circumstances, reasonably beyond NCL's control;
- d. a result of an event which NCL or any of our agents, even with all due care, could not foresee.

Where NCL is found to be liable for damages in respect of our 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 air transport is undertaken entirely at your own risk.

Any independent arrangements that you make which are not part of the specified services are entirely at your own risk.

### **Age notification**

14. Participants must be eighteen (18) years of age or over to participate in services provided by this contract.

### **Waiver**

15. The agreement may only be waived by NCL in writing. When you accept or sign the Schedule of Services/Personal Details Form covered by this agreement you agree to accept all these terms and conditions, and when we accept this contract we agree to carry out our obligations to you as defined in the Schedule of Services/Personal Details Form and other information provided to you.

### **Assignment**

16. You are not entitled to assign your interest in this contract.

### **Notices**

17. Any intimations to NCL should be served to us at our registered office in writing at Arrochar, Glen Road, Dunblane, Stirling FK15 0GY.

### **Governing law and jurisdiction**

18. This agreement is governed by Scottish law and both you and NCL submit to the exclusive jurisdiction of the Scottish courts.

1st January 2016