

Terms and Conditions

Please take time to read these Terms and Conditions and understand them prior to booking and making payment.

Chalk Newton Geoscience will be referred to as 'Chalk Newton', 'we', 'our' or 'us'.

These Terms and Conditions apply to all field trips, events, activities or programs organised by Chalk Newton and they are referred to as 'Activity' or 'Activities'.

1. Booking Process

- 1.1 We do not operate with a minimum number of participants, the Activity will take place irrespective of the number of participants, unless stated otherwise.
- 1.2 There will be a maximum of participants per Activity, depending on the environment, learning schedule and objectives.
- 1.3 Each participant must complete and return the **Booking Form** to take part in an Activity.
- 1.4 For a group booking, each of participant must complete and return the **Booking Form**.
- 1.5 For a participant under 18, the parent/guardian should complete and return the **Booking Form**.
- 1.6 Upon receipt of the **Booking Form** we shall send an Activity Information Pack and an invoice for payment.
- 1.7 Once payment has been received these Booking Terms and Conditions are considered a binding contract between Chalk Newton and each participant.

2. Chalk Newton Activity Fees

- 2.1 The Activity fee is payable per individual per Activity.
- 2.2 Unless specifically stated otherwise, the fee does not include transportation to and from the arrival and departure point, equipment, food or refreshments.

3. Payment

- 3.1 Payment in full is required to reserve a place on the Activity.
- 3.2 Payment in full is required at least 30 days before the Activity.
- 3.3 Prices are in British Pound Sterling (GBP).
- 3.4 VAT is not applicable.
- 3.5 We cannot be responsible for currency fluctuations and/or additional fees outside our control that may be applied such as bank transfer fees, credit card fees and etc.

4. Cancellation and Non-attendance

- 4.1 We reserve the right to cancel the Activity up until the day of the Activity itself, if due to circumstances beyond our control.
- 4.2 We reserve the right to change the itinerary at short notice, if due to circumstances beyond our control.
- 4.3 If we cancel the Activity, we will refund payment in full.

- 4.4 If we cancel the Activity, we may offer you an alternative Activity on the same day or at a later date without further fees payable.
- 4.5 We shall not be liable for accommodation and travel costs if a course is cancelled, postponed or relocated and **strongly** recommend you acquire travel/holiday insurance to cover for such eventualities.
- 4.6 If the participant cancels the Activity more than 30 days before the Activity date, we will refund the payment in full.
- 4.7 If the Activity cannot take place due to Covid-19 related guidelines or legislation, a full refund will be provided.
- 4.8 Participants are required to arrive at the meeting point or pick-up point at the start time stated in the Activity Information Pack. Missing this start time will not result in a refund.

5. Fitness, Health and Safety

- 5.1 An Activity Information Pack will be provided before the Activity and will include details on the environment, suitability, level of physical fitness required and a risk assessment.
- 5.2 Participants will need to ensure they are in a satisfactory state of health before participating in the Activity.
- 5.3 Each participant is required to read and understand the risk assessment before participating in the Activity.
- 5.4 We strongly recommend that participants with any fitness and health concerns, should seek professional medical advice before making payment.
- 5.5 Participants will need to complete and a **Medical and Consent Form**; for participants under 18 it will need completing by the parent/guardian.
- 5.6 Participants are requested to inform us prior to the trip of any medical conditions that may affect your participation or arise during the Activity.
- 5.7 As with any outdoor field Activity there is always an element of risk and participants must understand such risks and agree to undertake the Activity at their own risk.
- 5.8 Safety equipment will be provided including personal protection equipment and will be worn when requested.

6. Insurance and Liability

- 6.1 We have public and products liability insurance to £5,000,000 and Professional indemnity insurance to £5,000,000.
- 6.2 We **strongly advise** participants arrange suitable personal insurance that may cover travel, cancellations, personal injury and personal belongings.
- 6.3 Overseas participants (non-UK residents) **must** be insured against cancellation, accident and medical care in the UK including repatriation.
- 6.4 Participants should be aware some insurance policies exclude cover for certain activities. Participants are advised to check carefully the terms of their insurance policy.
- 6.5 We shall not will be responsible for any loss, theft, injury or damage to participants vehicles or contents while undertaking an Activity.

- 6.6 We shall not accept any responsibility for any incident, accident, illness or death to any participant, no matter how caused.
- 6.7 We shall not accept any liability for any expenses, loss of earnings, loss or damage of property, arising from such incident, accident, illness or death.

7. During the Activity

- 7.1 An Activity Information Pack will be provided before the Activity that shall include information and guidelines on suitable outdoor footwear, clothing, equipment and accessories.
- 7.2 If participant(s) are inappropriately dressed and/or equipped, including footwear, contrary to the guidelines in the Activity Information Pack, we reserve the right to refuse participation on the day, without a payment refund.
- 7.3 During the Activity participants will be required to follow reasonable instructions and guidance from the Field Activity Leader or Field Safety Officer.
- 7.4 Participants are expected to pay due regard to the other participants, and acknowledge and agree to behave in a fit and proper manner at all times and with due regard for personal well-being all participants.
- 7.5 Participants should understand and agree that we reserve the right to refuse any participant to take part in an Activity if we believe the participant to be unable to complete the Activity for any reason.
- 7.6 Participants understand and agree that the Field Activity Leader or Field Safety Officer reserve the right to refuse any participant are believed to be under the influence of alcohol or drugs, or whose conduct or manner is likely to cause offense, upset or put other persons in danger. In such circumstances, we have no responsibility to refund the payment.
- 7.7 Activities with junior participants (under 18 years old) must be accompanied by their parent(s)/guardian(s). Parent(s)/guardian(s) are responsible for the under 18 participants' conduct to the satisfaction of the Field Activity Leader or Field Safety Officer. If the junior participants' conduct is unacceptable, we reserve the right to refuse participation and may ask the participant to leave the Activity. In these circumstances, we have no responsibility to refund the payment.

8. Complaints

Should any persons have any concerns or complaints about Chalk Newton Activities, please express your concerns or complaints to Field Safety Officer, in order that corrective action can, if necessary be taken. If the concern or complaint is unresolved during the Activity, persons may lodge a complaint in writing within 14 days of the Activity to:-

Principal Officer
Chalk Newton Geoscience
2 Dorchester Road
Weymouth
DT4 7JS.