

# Terms & Conditions

## **Late Payments:**

Late payment penalties will be added onto the invoiceable amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and European Directive 2000/35/EC.

Additionally an overdue payment interest rate will also be applied at the rate of 8% above the Bank of England base interest rate on the gross amount due. This will be calculated and added at the daily rate using the following calculation: gross amount due multiplied by the interest rate in force divided by 365 days and then multiplied by the number of days the invoice is overdue.

Unpaid invoices and associated late payment penalties and late payment interest amounts can rightfully be handed over for debt collection and will be subject to subsequent charges by the company's nominated solicitor's debt collection service.

## **License and Site Access, Facebook, Instagram**

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## **Product Descriptions**

Peak District Survival School and its affiliates attempt to be as accurate as possible however we do not warrant that product descriptions or other content is accurate complete reliable, or error free.

From time to time there may be information on Peak District Survival School website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing and availability.

We reserve the right to correct any errors inaccuracies or omissions and to change or update information at any time without prior notice. (Including after you have submitted your order) We apologise for any inconvenience this may cause you.

## **Terms and Conditions for Courses and Vouchers.**

1. The customer shall fully indemnify Peak District Survival School against any loss to the company arising from any claim made by the owner against the company as a result of any action of the customer whether by way of damage caused to property, failure to pay the owner or in any other way whatsoever.
2. Whilst Peak District Survival School uses its best endeavours to ensure accuracy of all information supplied and details of courses are given in good faith, no warranty is given as to their accuracy and it does not accept responsibility or liability for any loss or damage resulting from information given or statements made whether orally or in writing.

3. Peak District Survival School can give no guarantee or warranty as to the state or condition of properties of the owners. Peak District Survival School will not be liable for any act, neglect or default on the part of the owners or any other person, or breakdown of any properties, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property which the customer or any other person may suffer or incur.
4. Peak District Survival School reserves the right to refuse admittance to activities and/or accommodation either on its own account or on behalf of the owners. In such cases all liability of Peak District Survival School and owners shall cease.
5. The customer shall be liable to the owner for any loss, costs, expenses or claims arising from any damage caused to properties by deliberate or negligent act or omission of the customer or of any person in his/her party. If, as a result of such damage, properties need to be repaired or any of the contents need to be replaced then the customer shall be responsible for paying the reasonable costs of doing so.
6. The booking is made on the understanding that the course is available to the customer on the dates stated. If for any reason beyond Peak District Survival School's control (e.g. fire, storm damage, illness, terrorism, sale or withdrawal of the land by the owner for any reason etc) the package is not available on the date booked Peak District Survival School will use its best endeavours to provide an alternative course to the customer but cannot guarantee that such will be provided and if such cannot be found or is not suitable for the customer then all monies paid by the customer shall be returned in full. Peak District Survival School shall not be liable for any consequential loss, expense, inconvenience or otherwise resulting from such unavailability or unsuitability and the customer shall have no claim against them. The customer shall advise Peak District Survival School within seven days of being offered an alternative course whether or not it is acceptable. If the alternative course is more expensive Peak District Survival School reserves the right to charge the difference in cost.
7. Submission of a signed booking form, internet sale or telephone booking with deposit paid by cheque, credit/debit card or Paypal, will be deemed to be an acceptance of these conditions and a confirmation of the details and conditions on the booking form. The person who signs the booking form warrants that he/she is authorised to agree to Peak District Survival School's terms and conditions and is acting on behalf of all persons including those substituted or who join the party at a later date. The person who signs the booking form is responsible for ensuring that all persons in the package comply with the terms and conditions and in all respects.
8. If for any reason the customer is not satisfied with the course, the company must be contacted within 5 working days so that the problem can be rectified immediately. Under no circumstances will Peak District Survival School's liability exceed the price paid for the package.
9. The deposit or full price is required with the booking form. If the booking form is submitted eight weeks or less before the commencement of the package then the full payment should be sent with the booking form. If Peak District Survival School cannot accept the booking, the full amount shall be returned within 14 days. If a booking is accepted, the customer becomes liable for the balance of payment for the full period of the package, which must be paid eight weeks prior to the package. When the balance of payment is paid, final details of the package, with administration directions will be forwarded. The brochure prices are cash prices. All deposits are non-refundable. If the customer cannot attend a course and has to cancel within eight weeks of the commencement of the course they forfeit the balance paid or are liable for the balance to be paid.
10. In these terms and conditions: a) The expression " the Owner " shall mean the person or persons who own the land upon which the course takes place. b) The expression " the Customer " shall mean the person who signed the Booking Form. c) The expression "Property" shall mean any land, accommodation or contents thereof or any item owned

by the owner. d) The expression "the Company" shall mean Peak District Survival School. The terms and conditions are applicable by UK Law.

11. Participants take part at their own risk and accept that no responsibility for accident or injuries or loss or damage to personal property rest with the supervisory staff, unless proven to be caused by their negligence.