

Peak District Survival School Ltd

Content Creator, Influencer & Media Participation Agreement

1. Statement of intent

At Peak District Survival School Ltd, we believe that sharing knowledge and experiences helps inspire the next generation of outdoor enthusiasts, instructors and conservationists. We actively encourage participants to document and celebrate their learning journey. These Terms are not intended to discourage creativity or storytelling; rather, they exist to protect the privacy, safety, intellectual property and reputation of everyone involved, while ensuring that content created during our activities is shared responsibly, honestly and with respect for others.

2. Purpose

2.1

These Content Creator, Influencer & Media Participation Terms and Conditions ("Terms") set out the conditions governing the creation, recording, publication and use of photographs, video, audio and other media captured during any course, expedition, event, workshop, activity or experience organised, hosted or delivered by Peak District Survival School Ltd ("the Company").

2.2

These Terms are intended to protect the safety, privacy, intellectual property, reputation and commercial interests of the Company, its instructors, employees, contractors, volunteers, customers and commercial partners, whilst enabling participants to create and share authentic content that accurately reflects their experience.

2.3

The Company welcomes responsible photography, videography and content creation where it enhances the participant experience and promotes the outdoor education community. However, such activities must always be undertaken safely, respectfully and in accordance with these Terms.

2.4

These Terms form part of the Company's general Course Terms and Conditions and apply to all participants who create, capture, record, publish or distribute any form of media whilst attending or participating in a Company activity, regardless of whether they are attending as a paying customer, invited guest, ambassador, influencer, photographer, videographer, journalist, blogger, commercial partner or other content creator.

2.5

Participation in any Company activity constitutes acceptance of these Terms. Any person who does not agree to comply with these Terms must not create, publish or distribute media captured during a Company activity without the Company's prior written consent.

2.6

Nothing within these Terms shall be interpreted as creating any employment relationship, partnership, agency, sponsorship, joint venture or commercial representation between the Company and any participant unless expressly agreed in writing by an authorised director of Peak District Survival School Ltd.

2.7

The Company reserves the right to amend these Terms from time to time where reasonably necessary to reflect changes in legislation, operational requirements, safeguarding responsibilities, health and safety obligations or business practices. The version published on the Company's website or supplied prior to attendance shall apply to the relevant activity.

3. Scope of this Agreement

3.1

These Terms apply to all individuals who attend, participate in, or are present at any course, event, workshop, expedition, demonstration, promotional activity or other experience organised, hosted or delivered by Peak District Survival School Ltd ("the Company") where photographs, video, audio or other forms of media may be created or recorded.

3.2

Without limitation, these Terms apply to:

- Paying customers;
- Students and instructor candidates;
- Invited guests;
- Content creators;
- Social media influencers;
- Brand ambassadors;
- Photographers;
- Videographers;
- Bloggers;
- Journalists;
- Media representatives;
- Commercial collaborators; and
- Any other individual creating or intending to create media whilst attending a Company activity.

3.3

These Terms apply irrespective of whether participation is:

- Paid for by the participant;
- Complimentary;
- Sponsored;
- Discounted;
- Prize-funded;
- Hosted by the Company; or
- Undertaken as part of any commercial collaboration or promotional campaign.

3.4

These Terms govern all forms of media created during a Company activity, including but not limited to:

- Photographs;
- Video recordings;
- Audio recordings;
- Drone footage (where separately authorised);
- Live-streams;
- Podcasts;
- Social media posts;
- Blogs;
- Articles;
- Reviews;
- Vlogs;
- Short-form content;
- Livestream broadcasts; and
- Any other digital or printed media created from material captured during a Company activity.

3.5

These Terms apply regardless of whether such content is published immediately, scheduled for future publication, archived for later use, incorporated into commercial projects, or shared privately with third parties.

3.6

Nothing within these Terms limits the Company's rights under its general Course Terms and Conditions, Privacy Policy, Intellectual Property Policy, Health and Safety procedures or any separate written agreement entered into with a participant. Where there is any inconsistency between these Terms and another written agreement signed by both parties, the specific written agreement shall take precedence to the extent of that inconsistency.

3.7

The Company reserves the right to apply additional conditions or issue separate media agreements where participation involves commercial filming, commissioned productions, broadcast media, television, documentary projects, advertising campaigns, corporate clients or any other activity that extends beyond normal personal or social media content creation.

3.8

Nothing in these Terms shall be interpreted as granting any participant an exclusive right to create, publish or commercially exploit content relating to the Company or its activities. Any permissions granted by the Company are personal, non-transferable, revocable and subject to continued compliance with these Terms.

4. Company Photography, Filming and Media Rights

4.1

The Company may photograph, film, record or otherwise capture audio, visual and digital media during any course, event, workshop, expedition, demonstration or other activity for legitimate business purposes.

4.2

Such media may include participants, instructors, staff, contractors, volunteers, visitors, facilities, equipment, training activities and the surrounding environment.

4.3

Subject to applicable law, the Company may use, reproduce, edit, publish, display, distribute and archive such media for legitimate business purposes, including but not limited to:

- Marketing and advertising;
- Social media content;
- Company websites;
- Printed promotional materials;
- Course literature;
- Educational resources;
- Instructor training;
- Internal training;
- Press and media releases;
- Public relations;
- Exhibitions and trade events;
- Historical and archival records; and
- Any other lawful promotional or educational purpose connected with the Company's activities.

4.4

Unless otherwise agreed in writing, participants acknowledge that they shall not be entitled to receive payment, royalties, licence fees or any other compensation arising from the Company's lawful use of media captured during a Company activity.

4.5

The Company will use reasonable care when selecting media for publication and will seek to present participants, instructors and activities fairly, professionally and respectfully.

4.6

Participants who do not wish to appear in Company photography or video should notify the Company in writing before the commencement of the relevant activity, or as soon as reasonably practicable thereafter. Whilst the Company will make reasonable efforts to accommodate such requests, it cannot guarantee that individuals will not appear incidentally in background footage or photographs taken during group activities.

4.7

Where a participant withdraws consent for the future use of identifiable images, the Company will consider such requests in accordance with applicable data protection legislation. Nothing within this clause shall require the Company to withdraw printed publications, archived materials or content already lawfully distributed before such request was received.

4.8

The Company reserves the right to retain original media files for business, legal, insurance, safeguarding, security and historical record purposes in accordance with its data retention policies and applicable legislation.

4.9

Nothing within these Terms transfers ownership of any photograph, video, audio recording or other media created by the Company. All such material, together with the Company's branding, logos, graphics, marketing assets and associated intellectual property, shall remain the exclusive property of Peak District Survival School Ltd unless expressly agreed otherwise in writing.

5. Participant Photography, Filming and Content Creation

5.1 General Permission

Participants may take photographs and record video or audio during Company activities for personal, non-commercial use, provided such activity does not interfere with the safe operation, delivery or enjoyment of the course and complies with these Terms.

Permission to create media is a privilege granted by the Company and may be limited, suspended or withdrawn at any time where reasonably necessary for safety, operational, privacy or commercial reasons.

5.2 Respect for Others

Participants must respect the privacy of all individuals attending or working at a Company activity.

Participants must not intentionally photograph, film or record:

- Any participant who has requested not to appear in photographs or video;
- Children or vulnerable persons without the prior written consent of a parent or legal guardian and the Company's approval;
- Members of staff, instructors, contractors or volunteers without their knowledge and consent;
- Restricted, private or staff-only areas;
- Personal information or confidential business information.

Where consent has been given, it may be withdrawn at any time, and participants must respect such requests.

5.3 Filming of Company Activities

Participants may not create media in a manner that:

- Interrupts instruction;
- Delays the progress of a course or activity;
- Distracts instructors or other participants;
- Compromises safety;
- Obstructs emergency procedures;
- Prevents other participants from fully enjoying their experience.

The Company reserves the right to require filming or photography to cease immediately where it reasonably believes continued recording may adversely affect safety, privacy, operational requirements or the participant experience.

5.4 Livestreaming

Live broadcasting, livestreaming or real-time transmission from a Company activity is not permitted unless expressly authorised in writing by the Company before the activity commences.

The Company reserves the right to prohibit livestreaming where it considers such activity may compromise safety, privacy, operational requirements, customer confidentiality or the commercial interests of the business.

5.5 Drones

The operation of drones or other remotely piloted aircraft systems during any Company activity is prohibited unless expressly authorised in writing by the Company and carried out in full compliance with all applicable UK legislation, Civil Aviation Authority requirements and site-specific restrictions.

The Company may refuse permission for drone operations without providing a reason.

5.6 Commercial Recording

Unless expressly authorised in writing, participants may not create media on behalf of:

- Another business;
- A commercial organisation;
- A publisher;
- A broadcaster;
- A production company;
- A training provider;
- A commercial client; or
- Any third party intending to use the content for commercial purposes.

Where commercial filming is approved, additional licence terms or commercial agreements may apply.

5.7 Responsibility for Published Content

Participants remain solely responsible for all content they create and publish.

Publication of content must comply with:

- Applicable laws;
- Intellectual property rights;
- Privacy and data protection legislation;
- Advertising Standards Authority (ASA) guidance;
- Competition and Markets Authority (CMA) requirements;
- Platform terms of service; and
- These Terms.

Nothing published by a participant shall be interpreted as representing the views, opinions or official position of Peak District Survival School Ltd unless expressly authorised in writing.

5.8 Permission to Publish

Where the Company grants permission for media to be created or published, such permission:

- Is personal to the participant;
- Is non-transferable;
- Does not create any ownership or commercial rights over the Company's activities;
- May be subject to additional conditions; and
- May be withdrawn where these Terms are breached.

5.9 Attribution and Credits

Where the Company requires attribution as a condition of permission, participants shall clearly credit **Peak District Survival School Ltd** in the agreed manner.

Participants must not remove, obscure or alter Company branding, logos or identifying information from published media where such branding forms part of the original content.

Where other participants, instructors or collaborators have requested acknowledgement, reasonable efforts shall be made to provide appropriate credit.

5.10 No Implied Endorsement

Participants must not state or imply that they are:

- Employees of the Company;
- Official representatives;
- Approved instructors;
- Business partners;
- Brand owners;
- Directors;
- Spokespersons; or
- Otherwise authorised to speak on behalf of Peak District Survival School Ltd, unless expressly authorised in writing by the Company.

Attendance at a Company activity does not create any ambassador, sponsorship, partnership or endorsement relationship.

5.11 Company Authority

The Company retains absolute discretion to determine when, where and how photography, filming or other media creation may take place during its activities.

Participants agree to comply immediately with any reasonable instruction given by the Company's instructors, directors or authorised representatives relating to photography, filming or recording.

Failure to do so may result in filming permissions being withdrawn, removal from the activity or other action under these Terms.

6. Intellectual Property

6.1 Ownership of Intellectual Property

All intellectual property rights owned by or licensed to Peak District Survival School Ltd shall remain the exclusive property of the Company or its licensors.

Nothing within these Terms transfers ownership of any intellectual property to a participant unless expressly agreed in writing.

6.2 Protected Intellectual Property

For the purposes of these Terms, the Company's intellectual property includes, but is not limited to:

- The Company name, trading names and business identity;
- Logos, trademarks and branding;
- Course names and programme titles;
- Website content;
- Marketing materials and promotional content;
- Company-produced photographs, videos and audio recordings;
- Written course materials, manuals and handouts;
- Graphics, artwork and design elements;
- Digital resources and downloadable content;
- Business systems, documentation and operational materials;
- The presentation, structure and delivery of the Company's courses and educational programmes; and
- Any other proprietary material created by or for Peak District Survival School Ltd.

6.3 Participant-Owned Content

Subject to these Terms, participants retain ownership of the original photographs, video recordings and other media they personally create.

However, such ownership does not extend to the Company's intellectual property, branding, logos, course materials, facilities or any proprietary content appearing within that media.

6.4 Licence Granted to the Company

By creating and publishing media relating to a Company activity, the participant grants Peak District Survival School Ltd a perpetual, worldwide, non-exclusive, royalty-free licence to:

- Share;
- Repost;
- Display;
- Reproduce;
- Edit for format or length;
- Archive; and
- Use excerpts of,

the participant's published content for the Company's marketing, promotional, educational and archival purposes.

Where reasonably practicable, the Company will endeavour to credit the original creator.

6.5 Protection of the Company's Brand

Participants must not use the Company's name, logos, trademarks, branding or other identifying features in any manner that:

- Suggests ownership of the Company;
- Implies endorsement where none exists;
- Misrepresents the relationship between the participant and the Company;
- Damages or is reasonably likely to damage the Company's reputation; or
- Creates confusion regarding the origin or ownership of any course, activity or content.

6.6 No Misrepresentation of Course Ownership or Delivery

Participants must not publish or present any content in a manner that suggests or implies that they:

- Own, organise or operate the course;
- Designed or created the course content;
- Delivered or instructed the activity;
- Own or operate the training venue;
- Are responsible for the Company's teaching methods or demonstrations;
- Are an authorised representative of Peak District Survival School Ltd; or
- Have any authority to act on behalf of the Company unless expressly authorised in writing.

Where media is published from a Company activity, it must not falsely suggest that the course, instruction, demonstrations or learning experience were created, developed or delivered by the participant.

6.7 Commercial Exploitation of Company Content

Without the Company's prior written consent, participants must not use media captured during a Company activity to:

- Produce or promote competing commercial training products;
- Create subscription-based educational platforms;
- Produce paid online courses or tutorials that substantially reproduce the Company's course experience;
- License or sell footage featuring Company branding or proprietary content;
- Supply media for stock footage libraries where the Company's branding or proprietary content is identifiable;
- Use Company content within advertising campaigns for third parties; or
- Incorporate Company media or proprietary course content into artificial intelligence training datasets, machine learning systems or automated content-generation platforms.

Approval for any such use shall be entirely at the Company's discretion and may be subject to a separate written licensing agreement and payment of an agreed licensing fee.

6.8 Fair Representation

Participants remain free to discuss, review and share their genuine personal experiences.

- However, they must not intentionally edit, manipulate or publish content in a manner that:
- Creates a false or misleading impression of the Company's activities;
- Misrepresents the standard of instruction or safety procedures;
- Attributes Company content to themselves;
- Suggests events occurred which did not; or
- Is reasonably likely to deceive viewers regarding the nature of the Company's services.

Constructive opinion, honest review and personal commentary remain entirely permissible provided they are presented fairly and accurately.

6.9 Reservation of Rights

All rights not expressly granted to participants under these Terms are reserved by Peak District Survival School Ltd.

No permission, licence or consent shall be implied merely because a participant has attended a Company activity or has been permitted to create or publish media.

7. Commercial Use

7.1 Personal and Non-Commercial Use

Unless otherwise agreed in writing, any permission granted by the Company to create or publish media is for personal, editorial or social media purposes only and does not include any right to commercially exploit the Company's activities, branding, facilities or intellectual property.

7.2 Commercial Use

Participants must not, without the Company's prior written consent:

- Sell, assign, licence or otherwise commercially exploit media captured during a Company activity;
- Supply media to third parties for commercial use;
- Use media to advertise or promote products, services or businesses unrelated to the Company;
- Use Company activities or branding in paid advertising campaigns;
- Create paid or subscription-based content that substantially features Company activities;
- Produce or distribute commercial training materials using media captured during a Company activity;
- Submit media to stock photography or stock footage libraries where the Company, its branding, facilities or proprietary content are identifiable; or
- Permit any third party to use such media for commercial purposes.

7.3 Commercial Collaborations

Participants who wish to create content as part of a commercial collaboration, sponsorship, advertising campaign, brand partnership or paid promotion involving Peak District Survival School Ltd or media captured during a Company activity must obtain the Company's prior written approval before recording or publishing such content.

The Company reserves the right to approve, decline or impose reasonable conditions upon any such request.

7.4 Commercial Licensing

Where the Company agrees to commercial use of media captured during a Company activity, such permission may be subject to:

- A separate written licence agreement – (*See Appendix A*);
- Restrictions on the scope or duration of use;
- Attribution requirements;
- Conditions relating to branding or editorial presentation; and
- Payment of an agreed commercial licence fee.

No commercial rights shall arise unless confirmed by the Company in writing.

7.5 Artificial Intelligence and Machine Learning

Participants must not use, upload, licence or otherwise provide any media captured during a Company activity for the purpose of training, developing or improving artificial intelligence, machine learning models, automated content generation systems or similar technologies where the Company's branding, proprietary content, instructors, facilities or identifiable course delivery are featured, unless expressly authorised in writing by the Company.

7.6 Third-Party Requests

Where a participant receives an enquiry from a broadcaster, publisher, production company, corporate client, media organisation or any other third party wishing to acquire, licence or commercially use media captured during a Company activity, the participant shall refer the enquiry to the Company before entering into any agreement relating to such media.

7.7 No Implied Commercial Rights

Attendance at a Company activity, whether as a paying customer, invited guest or content creator, does not grant any right to commercially exploit the Company's name, branding, facilities, activities, course content or intellectual property.

Any commercial rights must be expressly granted by the Company in writing and shall be limited to the terms of that agreement.

7.8 Recovery of Commercial Benefit

Where a participant commercially exploits media in breach of these Terms, the Company reserves the right to seek all remedies available at law, including injunctive relief, damages, an account of profits, recovery of reasonable legal and enforcement costs, and any other appropriate remedy.

Nothing in this clause limits the Company's right to require the immediate cessation of unauthorised commercial use or the removal of infringing content.

8. Misrepresentation and Brand Protection

8.1 Honest Representation

Participants are encouraged to share genuine, honest and balanced accounts of their experience with Peak District Survival School Ltd. However, all published content must accurately represent the nature of the activity attended and must not intentionally mislead viewers, readers or other third parties.

8.2 No False Representation of Authority

Participants must not represent or imply that they:

- Own or operate Peak District Survival School Ltd;
- Are employed by the Company;
- Are directors, officers or official representatives of the Company;
- Are authorised spokespersons for the Company;
- Are instructors or trainers employed or appointed by the Company;
- Have authority to make statements or commitments on behalf of the Company; or
- Have any formal commercial relationship with the Company beyond that expressly agreed in writing.

Attendance at a Company activity, whether paid or complimentary, does not create any employment, agency, partnership, sponsorship, endorsement or ambassador relationship.

8.3 No Misrepresentation of Courses or Activities

Participants must not publish or distribute content in a manner that falsely suggests they:

- Organised, hosted or delivered a Company course or activity;
- Designed, developed or authored the course curriculum;
- Created the Company's teaching methods or demonstrations;
- Own or control the venue or training facilities;
- Directed, supervised or instructed other participants; or
- Were responsible for the planning, management or delivery of the activity.

Where media is created during a Company activity, participants must not present that experience as their own independently created course, event or training programme.

8.4 Attribution of Content

Where permission has been granted to publish media captured during a Company activity, participants must not present the content as though it were created independently of Peak District Survival School Ltd.

Where appropriate, and where required by the Company as a condition of granting permission, published content shall acknowledge that it was created during a Peak District Survival School Ltd course, event or activity and under the instruction, supervision or facilitation of the Company's personnel.

Where specified by the Company, participants shall also provide appropriate attribution by tagging or identifying Peak District Survival School Ltd using its official social media account(s), business name or other attribution method as directed. Such attribution must be clear, accurate and must not be removed or obscured where it forms part of the agreed conditions of publication.

8.5 No False Claims of Ownership

Participants must not claim ownership of, or exclusive rights to:

- Company activities;
- Company branding;
- Company-created media;
- Course names;
- Training programmes;
- Marketing materials;
- Company facilities; or
- Any other proprietary content belonging to Peak District Survival School Ltd.

Nothing within these Terms prevents participants from accurately describing their own personal experiences or sharing skills legitimately acquired through training.

8.6 Misleading Editing and Presentation

Participants must not deliberately edit, manipulate, caption or publish media in a way that:

- Creates a false impression of events;
- Misrepresents the conduct of instructors, staff or participants;
- Suggests unsafe practices where none existed;
- Omits material facts in a manner likely to mislead viewers;
- Fabricates conversations or scenarios; or
- Is reasonably likely to damage the reputation of the Company through deceptive or misleading presentation.

Reasonable editing for clarity, length, style or entertainment is permitted, provided it does not materially alter the truth of the events portrayed.

8.7 Reputation of the Company

Participants shall not knowingly publish content that is false, defamatory, malicious or intentionally misleading regarding Peak District Survival School Ltd, its directors, employees, instructors, contractors, volunteers, customers or commercial partners.

Nothing in these Terms prevents participants from expressing honestly held opinions or providing fair, balanced and genuine reviews based upon their own experience.

8.8 Company Right to Request Clarification or Removal

Where the Company reasonably believes that published content:

- Breaches these Terms;
- Misrepresents the Company's activities;
- Infringes intellectual property rights;
- Compromises participant privacy;
- Creates a safety concern;
- Is materially misleading; or
- Is likely to cause significant reputational harm,

the Company may request that the participant:

- Remove the content;
- Amend or correct the content;
- Add an appropriate clarification or attribution; or
- Cease further publication or distribution.

Participants agree to comply with such requests within a reasonable period where the request is made in accordance with these Terms.

8.9 Continuing Obligations

The obligations contained within this Section shall continue to apply after completion of the course or activity and shall survive the termination of any commercial collaboration or other relationship between the participant and Peak District Survival School Ltd.

9. Safety During Photography, Filming and Content Creation

9.1 Safety First

The safety and wellbeing of participants, instructors, staff, contractors, volunteers and visitors shall take precedence over all photography, filming and content creation.

No photograph, video or other media is more important than the safe delivery of a Company activity.

9.2 Compliance with Safety Instructions

Participants must comply immediately with all safety instructions, briefings and reasonable directions given by the Company's instructors, employees or authorised representatives.

Participants must not disregard, delay or challenge safety instructions for the purpose of obtaining photographs, video footage or other media.

9.3 Safe Conduct

Participants must not create content in a manner that:

- Places themselves or others at unnecessary risk;
- Encourages unsafe behaviour;
- Compromises established safety procedures;
- Obstructs instructors carrying out their duties;
- Interferes with emergency procedures or emergency response;
- Distracts participants during practical activities;
- Causes unnecessary delay to the delivery of a course or activity; or
- Prevents other participants from fully engaging in or enjoying their experience.

9.4 Staged or Deliberate Risk

Participants must not deliberately create, exaggerate or stage dangerous situations for the purpose of producing photographs, video or social media content.

- This includes, but is not limited to:
- Ignoring safety instructions;
- Entering restricted areas;
- Using equipment without authorisation;
- Undertaking practical activities beyond their level of competence;
- Encouraging others to participate in unsafe behaviour; or
- Creating content designed to give a false impression of risk or danger.

9.5 Operational Authority

The Company's instructors and authorised representatives retain absolute discretion over the safe operation of all activities.

Where a member of staff instructs a participant to stop filming, move location, cease an activity or comply with any operational instruction, that instruction must be followed immediately.

Failure to comply may result in the withdrawal of filming permissions, removal from the activity or termination of participation.

9.6 Suspension of Photography or Filming

The Company reserves the right to prohibit, suspend or restrict photography, filming, audio recording or any other form of media creation at any time where it reasonably considers this necessary to:

- Protect health and safety;
- Safeguard participants;

- Preserve privacy;
- Protect confidential information;
- Maintain the quality of instruction;
- Prevent disruption to activities; or
- Protect the Company's legitimate commercial interests.

9.7 Responsibility for Personal Safety

Participants remain responsible for exercising reasonable care for their own safety whilst creating content.

Participants must ensure that photography or filming does not distract them from maintaining awareness of their surroundings, environmental hazards or the instructions of the Company's staff.

9.8 Reporting Safety Concerns

Participants must promptly report to a member of the Company's staff:

- Any accident or injury;
- Any near miss;
- Unsafe behaviour;
- Damaged equipment;
- Environmental hazards; or
- Any circumstance that may place persons or property at risk.

9.9 Removal for Safety Reasons

Where the Company reasonably believes that a participant's conduct presents a risk to the health, safety or wellbeing of any person, or compromises the safe delivery of an activity, the Company may immediately:

- Require filming or photography to cease;
- Remove the participant from the activity;
- Withdraw any permission previously granted under these Terms; and
- Exclude the participant from future Company activities.

Such action may be taken without compensation where the participant has failed to comply with these Terms or reasonable safety instructions.

10. Equipment

10.1 Responsibility for Equipment

Participants are solely responsible for the provision, operation, security and maintenance of any cameras, mobile devices, drones, microphones, lighting equipment, tripods, storage media or other equipment brought to or used during a Company activity.

The Company accepts no responsibility for the suitability, operation or performance of any personal equipment used by participants.

10.2 Loss or Damage

To the fullest extent permitted by law, Peak District Survival School Ltd accepts no liability for the loss of, theft of or damage to any personal equipment belonging to participants, whether such equipment is used for photography, filming, content creation or any other purpose.

Participants are encouraged to ensure that valuable equipment is appropriately insured.

10.3 Safe Use of Equipment

All equipment must be used safely, responsibly and in accordance with the manufacturer's instructions, applicable legislation and any reasonable directions given by the Company's staff.

Participants must not use equipment in any manner that:

- Creates a safety risk;
- Obstructs activities or access routes;
- Damages Company property or the natural environment;
- Distracts instructors or participants;
- Interferes with the delivery of training; or
- Prevents others from safely participating in the activity.

10.4 Equipment Restrictions

The Company reserves the right to prohibit or restrict the use of any equipment where it reasonably considers such use to:

- Compromise safety;
- Disrupt the delivery of a course or activity;
- Infringe the privacy of others;
- Risk damage to Company property or the environment;
- Conflict with site rules or landowner requirements; or
- Otherwise be inappropriate in the circumstances.

Participants shall comply immediately with any instruction to cease using, relocate or remove equipment.

10.5 Charging and Power Supplies

The Company does not guarantee the availability of electrical power, charging facilities, internet connectivity or mobile signal during any activity.

Participants are responsible for ensuring their equipment is adequately charged, powered and prepared for use before attending.

10.6 Insurance

Participants remain responsible for arranging any insurance they consider appropriate in respect of their equipment, including cover for accidental loss, theft, damage and public liability arising from its use.

The Company shall not be responsible for any uninsured losses.

10.7 Damage Caused by Equipment

Participants shall be responsible for any loss or damage caused to the Company's property, equipment or facilities, or to the property of third parties, arising from the negligent or reckless use of their equipment.

The Company reserves the right to recover the reasonable cost of repair, replacement or reinstatement where such loss or damage results from a participant's breach of these Terms or negligent conduct.

11. Breach of This Agreement

11.1 Compliance

Participants are expected to comply with these Terms at all times whilst attending, participating in, or creating media during any Company activity.

Failure to comply may result in the Company exercising one or more of the remedies set out in this Section, in addition to any other rights or remedies available under contract, common law or statute.

11.2 Immediate Action

Where the Company reasonably believes that a participant has breached these Terms, it may take such action as it considers reasonable and proportionate in the circumstances, including:

- Requiring photography, filming or recording to cease immediately;
- Requiring the participant to remove, amend or correct published content;
- Withdrawing permission to create or publish media;
- Restricting access to certain areas or activities;
- Removing the participant from part or all of an activity;
- Terminating the participant's attendance without further permission to continue creating media; or
- Refusing future participation in Company activities.

11.3 Serious Breaches

The Company reserves the right to take immediate action without prior warning where a participant's conduct:

- Creates or is likely to create a risk to health or safety;
- Seriously disrupts the delivery of a course or activity;

- Infringes the Company's intellectual property rights;
- Breaches the privacy or rights of another person;
- Involves unauthorised commercial exploitation;
- Is fraudulent, dishonest or deliberately misleading;
- Causes or is likely to cause significant reputational damage to the Company; or
- Constitutes unlawful conduct.

In such circumstances, the Company may require the participant to leave the activity immediately.

11.4 Removal of Content

Where the Company reasonably believes that published content breaches these Terms, infringes intellectual property rights, compromises safety or privacy, or materially misrepresents the Company's activities, it may require the participant to:

- Remove the content;
- Amend or edit the content;
- Correct inaccurate statements;
- Add agreed attribution or clarification; or
- Cease any further publication or distribution.

Participants agree to comply with such requests within a reasonable period, taking into account the nature and seriousness of the breach.

11.5 Recovery of Costs

Where a participant's breach of these Terms results in the Company incurring reasonable costs, losses or expenses, the Company reserves the right to recover such costs from the participant to the fullest extent permitted by the laws of England and Wales.

Such costs may include, without limitation:

- Legal and professional fees;
- Investigation costs;
- Intellectual property enforcement costs;
- Costs associated with removing or correcting unauthorised content;
- Repair or replacement of damaged property;
- Additional staffing or security costs;
- Regulatory or compliance costs; and
- Any other reasonably incurred losses arising directly from the participant's breach.

Nothing in this clause shall prevent the Company from seeking any other remedy available in law.

11.6 No Refund

Where a participant is removed from an activity or has filming permissions withdrawn as a result of their breach of these Terms, the Company shall not be obliged to provide any refund, compensation or reimbursement unless required by law or expressly agreed in writing.

11.7 Future Participation

The Company reserves the right to refuse future bookings, collaborations, media access or commercial partnerships where a participant has previously committed a serious or repeated breach of these Terms.

Such decisions shall be made at the Company's reasonable discretion and having regard to the nature of the breach and the Company's legitimate business interests.

11.8 Cumulative Remedies

The rights and remedies contained within these Terms are cumulative and do not exclude any other rights or remedies available to the Company under contract, common law, equity or statute.

Failure or delay by the Company in exercising any right under these Terms shall not constitute a waiver of that right.

11.9 Survival of Obligations

Any obligations relating to:

- Intellectual Property;
- Confidentiality;
- Commercial Use;
- Misrepresentation;
- Attribution;
- Removal of Content;
- Recovery of Costs; and
- Any provision intended to survive termination,

shall continue in full force and effect following the participant's departure from the activity or the termination of any relationship with the Company.

12. Recovery of Costs

12.1 Recovery of Reasonable Costs

Where a participant breaches these Terms and the Company incurs reasonable costs, losses or expenses as a direct consequence of that breach, Peak District Survival School Ltd reserves the right to recover such reasonable costs to the fullest extent permitted by the laws of England and Wales.

12.2 Recoverable Costs

Subject to applicable law, recoverable costs may include, but are not limited to:

- Legal and professional fees;
- Investigation and evidence gathering costs;
- Intellectual property enforcement costs;
- Costs associated with requesting or securing the removal of unauthorised content;
- Website, platform or social media enforcement costs;
- Costs of repairing or replacing damaged property or equipment;
- Additional staffing or security costs reasonably incurred;
- Administrative costs directly attributable to resolving the breach; and
- Any other reasonable losses or expenses arising directly from the participant's breach.

12.3 Charges for Unauthorised Commercial Use

Where a participant has made unauthorised commercial use of Company media, branding, intellectual property or content, the Company reserves the right to seek:

- Immediate cessation of such use;
- Removal of the relevant content;
- Payment of an appropriate retrospective licence fee;
- Recovery of any profits or financial benefit derived from the unauthorised use, where permitted by law;
- Compensation for any demonstrable losses suffered by the Company; and
- Any other remedy available under contract, common law or statute.

12.4 No Limitation of Other Rights

Nothing within this Section limits or excludes any other contractual or legal remedy available to Peak District Survival School Ltd.

The Company's rights under this Section are cumulative and may be exercised in conjunction with any other rights contained within these Terms.

13. Governing Law & Jurisdiction

13.1 Governing Law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Jurisdiction

Subject to any mandatory legal provisions to the contrary, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or relating to these Terms.

13.3 Alternative Resolution

Before commencing formal legal proceedings, the parties are encouraged to attempt to resolve any dispute through good faith discussion.

Nothing within this clause prevents either party from seeking urgent injunctive relief or other interim remedies where necessary to protect intellectual property, confidential information, safety or other legitimate legal rights.

14. General Provisions

14.1 Entire Agreement

These Terms form part of the Company's wider Course Terms and Conditions and, together with any booking confirmation, written agreements or policies expressly incorporated by reference, constitute the entire agreement relating to media creation and content during Company activities.

14.2 Severability

If any provision of these Terms is found by a court of competent jurisdiction to be unlawful, invalid or unenforceable, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

14.3 Waiver

No failure or delay by the Company in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy, nor shall any single or partial exercise prevent any further exercise of that or any other right.

14.4 Variation

The Company reserves the right to amend these Terms from time to time where reasonably necessary to reflect changes in legislation, operational practices, health and safety requirements, safeguarding obligations or business needs.

The version of these Terms in force at the date of the relevant activity shall apply unless otherwise agreed in writing.

14.5 Assignment

Participants may not assign, transfer or otherwise dispose of any rights or obligations under these Terms without the prior written consent of Peak District Survival School Ltd.

The Company may assign or transfer its rights and obligations where reasonably necessary in connection with the operation, sale or restructuring of its business.

14.6 No Third-Party Rights

Unless expressly stated otherwise, no person who is not a party to these Terms shall have any right to enforce any provision under the **Contracts (Rights of Third Parties) Act 1999**.

14.7 Headings

Headings are included for convenience only and shall not affect the interpretation of these Terms.

14.8 Acceptance of these Terms

By attending, participating in or creating media during any Company activity, participants confirm that they have read, understood and agree to be bound by these Terms and any related policies referred to within them.

Where a participant is acting on behalf of an organisation or business, they warrant that they have the authority to accept these Terms on behalf of that organisation.

APPENDIX A

Commercial Media Licence Request

Peak District Survival School Ltd

Commercial Photography, Filming & Media Licence Application

This application must be completed by any individual or organisation wishing to create or use media for commercial purposes.

Submission of this form does **not** constitute approval.

Commercial media activity may only proceed following written authorisation from Peak District Survival School Ltd.

Applicant Details

Name:

Business Name:

Address:

Email:

Telephone:

Website / Social Media:

Nature of Request

Please describe:

- The intended filming or photography.
- The purpose of the content.

- The intended audience.
- Where the content will be published.
- Whether any payment or commercial benefit will be received.

Intended Use

☐ Social Media Campaign

☐ Television

☐ Documentary

☐ YouTube

☐ Online Course

☐ Paid Membership

☐ Advertising

☐ Corporate Promotion

☐ Editorial

☐ Other

Please specify:

Requested Licence Period

Start Date:

End Date:

Areas Requested

Please identify any locations, instructors or activities you wish to record.

Additional Requirements

Drone filming?

YES / NO

Professional lighting?

YES / NO

Additional crew?

YES / NO

Special access requested?

YES / NO

Declaration

I acknowledge that:

- Submission of this application does not guarantee approval.
- Any permission granted may be subject to additional contractual conditions.
- Commercial licence fees may apply.
- Peak District Survival School Ltd may refuse permission at its sole discretion.

Signed:

Date:
