



Muddy Mondays Booking Terms & Conditions

This information should be read carefully before booking any course, activity, or freelance instructor with Muddy Mondays Outdoor Learning Limited. Upon completion, submission and acceptance in writing of the booking form, the clients named on the booking form will have entered into a binding contract on the basis of the following terms and conditions. Please contact us if you have any questions.

"Muddy Mondays" means Muddy Mondays Outdoor Learning Limited, Office: 213 Rawnsley Road, Cannock, Staffordshire WS12 1JQ

1. Agreement

Any agreement based on the outline terms and conditions arises upon the fulfilment of the following:

- a) Receipt & clearance in Muddy Mondays` bank account of full payment or deposit in section 2 below and a fully completed booking form, a fully completed consent form and acceptance by Muddy Mondays in writing / via email.
- b) That the completion and signature of the booking / consent form is taken as the client attending the course or by a legally recognised agent of the client for and on their behalf. This agreement is governed by English Law.
- c) The agreement is between Muddy Mondays and the client(s) on the booking / consent form and is the sole agreement between those parties.
- d) Muddy Mondays reserves the right to refuse bookings to any party or individual without the need to give reasons solely at Muddy Mondays` discretion and we will return any payment accompanying the booking / consent form.

2. Payment

a) For individual course bookings such as Muddy Mondays Toddler group 'Muddy Pups', full advance payment (non-refundable) is required at time of booking.

Appropriate purchase order required if booking is to be invoiced.

b) For corporate events, one off days or freelance instructor bookings, Full advance payment (non-refundable) required at time of booking confirmation to secure date(s), unless alternative payment arrangements have been agreed. Appropriate purchase order required if booking is to be invoiced.

c) For Forest School Programs, full advance payment (non-refundable) is required at time of booking unless alternative payment arrangements have been agreed.

Appropriate purchase order required if booking is to be invoiced.

3. Prices

Whilst every effort is made to limit prices to those given on the booking form, Muddy Mondays 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 of individual course bookings, freelance instructors, corporate events and Forest School Programmes.

Given the substantial preparation by Muddy Mondays prior to any course, the client must be aware of the following conditions and therefore agrees to such:

- a) For individual bookings for Muddy Mondays courses such as 'Mucky Pups' - cancellation more than 28 days prior to the commencement of the course, payment will be retained but it can be transferred to another course, subject to availability. Cancellation within 28 days prior to the commencement of the course, full course fee will be retained and no refund given. (Unless due to exceptional circumstances at Muddy Mondays` discretion)
- b) For bookings of Forest Schools, freelance instructors, Outdoor learning days in schools or settings and corporate training events. Cancellations of a session by the school or setting should be made 28 days prior to a session or earlier. Should cancellation occur more than 28 days away from event date, the amount paid can be transferred to an alternative date(s) - subject to availability. Cancellation within 28 days from the event date(s), full course fee will be retained and no refund given. (Unless due to exceptional circumstances at Muddy Mondays' discretion) . Schools should consider other year groups taking part in the session instead to make full use of the booked session.

5. Variation of courses by Muddy Mondays

A Muddy Mondays course is, by its very nature, subject to natural forces and whilst every reasonable effort is made to comply with course content, Muddy Mondays reserves the right to vary or modify a course itinerary at short notice in order to take advantage of naturally prevailing conditions. The client acknowledges that information provided by Muddy Mondays is given to the best of our ability but 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 Muddy Mondays to be liable for any losses consequential on such a change and that Muddy Mondays`s liability is limited accordingly.

6 Client Conduct

Muddy Mondays clients are expected to behave in a reasonable manner at all times and to comply with the instructions and leadership of Muddy Mondays, save that parents, teachers and those in comparable roles in respect of children, must maintain control of those children, to the satisfaction of Muddy Mondays. Muddy Mondays reserve the right to remove any client(s) from the course at the discretion of the instructor/leader without recourse to repayment for that course and against the client(s) will if necessary. Circumstances that may warrant exclusion from a course include (without limitation): intoxication; use of recreational drugs; abusive behaviour; inappropriate or unsafe use of equipment; inability to meet the rigours of the course for physical or mental reasons, or through lack of appropriate equipment. If you are in any doubt about your ability to meet the rigours of the course, please contact your GP before booking. For removal of any party under such conditions, Muddy Mondays will not be liable for any losses as a result and Muddy Mondays are also entitled to any reasonable costs arising from removal of said client(s) payable upon demand.

7. Insurance

Muddy Mondays is covered to a level of £5,000,000 for Public Liability. Muddy Mondays clients are advised to take out their own personal insurance cover. Please note the conditions with your policy with regard "Hazardous Activities" and "working with hand tools".

8. Liability

Muddy Mondays courses take place in the outdoors, which by its nature, is never free from hazard. While all reasonable precautions are taken to minimise the risk, the client accepts that accidents including serious injury and death can occur without Muddy Mondays being at fault and to the extent that the client is taking part in an Muddy Mondays course entirely at his or her own risk. The client also recognises that Muddy Mondays is not responsible for loss or damage to the personal property of the client, including vehicles, money, clothing and or equipment. The client also recognises that attendance of an Muddy Mondays course in no way qualifies him/her to teach the course content, it is not intended that any instructions provided to any client(s) while on a course will in any way qualify those client(s) to instruct any third party and no warranty is made to that effect. Muddy Mondays 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 Muddy Mondays course. Muddy Mondays accepts no responsibility for any mishap during a course from any instruction or information not given by Muddy Mondays appointed instructors or assistants. Muddy Mondays also takes no responsibility for any mishaps occurring as a result of the client's failure to follow instructions. Muddy Mondays will only accept liability for physical injury to a client that is shown to result from negligence on the part of Muddy Mondays.

9. Cancellation by Muddy Mondays

In the event that Muddy Mondays cancels a full course, all monies will be refunded in full, or if preferred, transferred as a deposit for another course. Please note that Muddy Mondays requires a minimum number of 8 clients to run a course where payment is per participant. Muddy Mondays reserves the right to cancel all and any bookings without reason or notice. Under these unlikely circumstances, Muddy Mondays agrees to repay in full and any deposits of course fees to the client.

Cancellation Procedure for a session

Having conducted a dynamic site risk assessment or in cases of severe weather where it is obvious that a session cannot take place Muddy Mondays Forest school leader will inform the setting manager / school headteacher / SMT of the decision. The session can then continue indoors if there is a suitable space or will have to be cancelled. Muddy Mondays will do their utmost to reschedule the session if there is no indoor space to use.

In the rare occasion that Muddy Mondays has to cancel a session due to ill health or emergency, we will schedule an extra session to make up for the session cancelled, on a mutually convenient date.

10. Complaints

In the unlikely event that a client has cause for complaint about an Muddy Mondays course, the complaint should be made to a representative of Muddy Mondays during the event in order that corrective action can be taken if necessary. The client acknowledges that it is unreasonable not to raise an issue during a course and Muddy

Mondays will not accept a complaint after the end of the course. If the complaint is about a member of staff, then please contact the office and we shall inform you of the complaints procedure and take the necessary action. However, should the problem not be resolved at source, a complaint should be made in writing within 28 days or this complaint will not be upheld

11. Allergies

If you suffer from any allergies at all from substances such as nuts etc, then we advise you to fully cater for yourself and a reduction to the course fee will be made accordingly. We cannot be held responsible should you have any allergic reaction, should you chose to consume any foodstuffs provided through Muddy Mondays.

12. CRB / DBS checks

All Muddy Mondays appointed staff and assisting students are CRB /DBS enhanced checked.

13. Parental Consent and Communication

Parents/carers are given a outline of Forest School, planned activities and dates. Parents/carers are given a visual fact sheet about what children should wear for the session. Parents/carers must complete the parental consent form prior to sessions. This contains individual's details, such as emergency phone numbers, medical history, photograph consent, allergies and details of any special needs.

14. Use of Photographs

Parents/carers to be given the option on the initial consent forms to give their consent for photographs to be taken. Check this list prior to sessions. Photographs only to be used within forest school sessions, for pictorial evidence and for feedback to school and parents. Photographs not to be used on websites or social media unless special permission for this is granted

15. Safeguarding Children Procedure

Muddy Mondays Safeguarding Policy is based on the Staffordshire County Council Policy for Schools and Colleges . Our policy is available upon request. We will pass on any concerns to the setting / school Designated Safeguarding Lead (DSL) or the appropriate bodies when we sign out of the site /leave the site, unless it is deemed to need immediate action. We will use an information sharing form and require this to be signed by the DSL of the site.

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