

## Walk on the Wild side Coaches Retreat

### PLEASE CAREFULLY REVIEW OUR TERMS & CONDITIONS

Annie Lee Associates Ltd have taken great care with all the arrangements that concern your supervision adventure and the contents of our website. We ask you to read the following conditions carefully before signing the booking form or booking your space on our website. If you have any queries regarding any of the following points please do not hesitate to contact us.

#### 1. Definitions

“Client” “you” is the person (or persons) who receives the Services (where more than one they are joint and severally liable)

“Event” is Walk on the wildside

“Fees” shall be the price (and any expenses incurred) for the delivery of the Services and the Client’s attendance at the Event.

“Services” are the services to be delivered before and at the Event and are set out in our proposal email and/or offered through our website or other social media channels.

“Host Provider” “we” shall be Annie Lee Associates (company number 10727188) whose registered office address is Woodlands. Rousdon, Lyme Regis. DT7 3XW

#### 2. Price and payment

- 2.1 The price for the Services is set out on the proposal email or on our website. There is no VAT. Where any expenses are to be incurred these are also set out in the email proposal and shall be payable by the Client in addition where explicitly stated.
- 2.2 The price and any agreed expenses shall be the Fees of the Host Provider and payment of 100% of the Fees is due in full at time of booking, save as set out clearly in the email proposal or on our website for the particular Services which offer a split payment option.
- 2.3 Where split payment options are available, each instalment must be paid on time, and failure to pay any instalment of the Fees on time may result in the Host Provider cancelling or amending the Services, in their sole discretion.

#### 3. Cancellation of agreement

- 3.1. The Services can be cancelled by either party in writing or by email to the Host Provider subject to the matters set out in this clause.

- 3.2 3.2.1 If the Host Provider cancels the Services, unless in accordance with clause 3.2.2 below, the Fees will be repaid to the Client, save for any expenses already incurred or which cannot reasonably be cancelled, within 14 days of cancellation, and no further refunds, sum or compensation will payable to the Client by the Host Provider arising from such cancellation.
- 3.2.2 The Services may be terminated by the Host Provider if payment of the Fees is not made in accordance with these terms; or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing; or the Client makes any statements or behaves in any way or requests the Host Provider to undertake any actions that are discriminatory, illegal or immoral; or if the Client enters into any form of insolvency arrangement, or suspends its business. Upon termination there shall be no refunds of Fees paid, and the Client shall immediately pay any unpaid Fees to the Host Provider.
- 3.3 In the unlikely event of the Host Provider having to rescheduling the Services, alternative dates will be offered.
- 3.4 If the Client seeks to cancel the Services then the Fees paid shall be forfeited and non-refundable in their entirety. Any Fees, save for any expenses not yet incurred, which remain unpaid the time of cancellation by the Client shall be due in full immediately. This includes any installments yet to be paid at the time of cancellation. No further sums will be due from the Client to the Host Provider arising from such cancellation.

#### **4. General Conditions:**

- 4.1 The Host Provider shall use reasonable endeavors to meet any performance dates, and times.
- 4.2 The Fees will be paid at the time of booking and/or on invoice, and payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time the Services may be suspended and payment in advance may be required before the Services are re - commenced.
- 4.3 If payment is not made in accordance with the above clauses, the Host Provider reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.
- 4.4 Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection

legislation and regulations. For more information on this, please see our Privacy Notice on our website.

- 4.5 The Client grants to the Host Provider consent to use any work including photographs and videos created as part of the Services to show off its services and designs, together with the right to display images as part of its portfolio and to write about the Services on websites, and in its marketing materials. If you do not wish to grant this consent, you must confirm prior to entering this agreement, and in that event the Host Provider reserves the right to modify the offer of the Services.
- 4.6 (a) The Host Provider will use reasonable care and skill in performing the Services. Where any valid claim in respect of the services is made the Client may be entitled ONLY to a refund of the Fees or part of the Fees.
- (b) The Host Provider's liability in respect of any loss of good-will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.
- (c) Nothing in these Terms will exclude or limit liability for death or serious injury caused by the Host Provider's negligence.
- 4.7 The Host Provider shall not be liable for any additional losses or liabilities due to force majeure, ie any circumstances beyond the reasonable control of the Host Provider.
- 4.8 Nothing in these terms are intended to create a partnership or joint venture between the Host Provider and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.
- 4.9 Variations to the Services by the Client may only be agreed in writing. Variations to the Services by the Host Provider may be essential if services or suppliers need to be substituted. In such event, the same level of services or goods or suppliers will be provided but limited changes are inevitable. The Host Provider will endeavor to maintain quality and value as far as reasonably possible.
- 4.10 Following the conclusion of the Services the Host Provider may wish to contact you to request testimonials, recommendations or feedback on the services. By agreeing these terms, you are consenting to that contact by the Host Provider after the conclusion of the Services.
- 4.11 The Host Provider asserts their intellectual property rights, including copyright, over the written materials produced by the Host Provider as part of the services. The written materials shall not be reproduced, copied, shared or used elsewhere without the written

permission of the Host Provider. All rights are entirely reserved by the Host Provider.

- 4.12 I deal with all matters relating to yourself and your affairs in the strictest confidence unless you ask me to talk with another party on your behalf or to set up a useful introduction for you, or there is evidence of abuse, neglect, or threat of harm to yourself or to someone else.
- 4.13 Annie Lee Associates Ltd are not responsible for delays or the consequences of unforeseen circumstances arising outwith our reasonable control which render the provision by us of our obligations under this contract impossible or materially more difficult including, but without limitation:- Acts of god (excluding Covid-19), flood, drought or other natural disaster, terrorist attack, armed conflict or breaking off of diplomatic relations, nuclear or chemical contamination, strikes or other industrial action. In the event of any of these, or any other unforeseen circumstances arising, we will contact you as soon as we practicably can to inform you of the situation. In the unlikely event of any of these occurrences no refund payment would be payable to you. These risks are deemed to be assumed by the customers and insurance should be procured to mitigate this risk as soon as possible after booking.
- 4.14 Any damage to the accommodation or any property by the client whether accidental or deliberate must be paid for during the residential part of the coaching programme.
- 4.15 The client must procure insurance including cover for the activities & the services detailed in the information pack & on Annie Lee Associates Ltd website as soon as possible after making your booking.
- 4.16 These terms and any dispute arising from them shall be governed by the laws of England and Wales.