

Sussex Wildlife Trust Wild Beach Terms and Conditions

This document sets out the principal terms and conditions that will form an essential part of the agreement between Sussex Wildlife Trust (SWT) and you in completing a Wild Beach course with us. SWT reserves the right to terminate a trainee's enrolment in the event the trainee violates the agreement set out in this document.

1. Registering for a place on a Wild Beach Training course

When registering for a place on a Wild Beach Training course, it is your responsibility to provide information that is accurate and up to date.

When registering, it is the trainee's responsibility to ensure SWT has the correct contact details, including emergency contacts, and any medical information. It is your responsibility to check the details on the booking confirmation once you receive it.

We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse a registration. In such circumstances, no contract will arise and a booking confirmation and invoice will not be issued.

2. Additional needs

We aim to put equality, diversity and inclusion at the heart of SWT and believe in creating an environment where difference is valued and everyone can be themselves. Please discuss any additional needs with us before registering for a place on a course so we can support you appropriately. This may include medical conditions, learning differences and mobility restrictions. Please note that our training takes place in outdoor locations which are not always suitable for people with restricted mobility, however, we will always try our best to find a location suitable for all trainees.

If you have any special dietary requirements or allergies, you must inform us before the commencement of your course. Please bring any medication with you and make the course leader aware.

3. Payment

3.1 Credit / Debit card

Payment is due at the time of booking. Please see Section 15 for further information on cancellation fees.

3.2 Invoice

Invoicing may be offered in exceptional circumstances where it is not possible to pay by card. We will issue an invoice for the full amount. Your booking is confirmed when the invoice is issued. Payment is due within 28 days of receiving the invoice. If your course starts within 28 days of receiving the invoice, payment must be received before the first day of the course. Please see Section 15 for information on cancellation fees.

4. Health and safety

We are committed to looking after the health, safety and wellbeing of everyone who participates in our training courses.

We endeavour to take suitable and sufficient steps to mitigate the potential of harm during our activities, but due to their nature, all activities present an element of measured risk. Your course leader will have undertaken risk assessments for the site and the specific activities planned. They

will also complete a daily risk assessment on the morning of each training day, course leaders will be First Aid trained and will issue safety instructions which we expect all participants to follow. Our training provides you with the skills to use tools safely, misuse of these tools or equipment may lead to injury for which SWT cannot be held responsible.

It is important to understand that our activities present an element of measured risk. It is a fundamental term of booking that you acknowledge and accept the risks and hazards that may be involved in the activities conducted by SWT.

5. Insurance

SWT has Public Liability Insurance to the value of £10 million.

Nothing in these Terms shall limit or exclude our liability for:

- a) death or personal injury caused by our negligence; or
- b) fraud or fraudulent misrepresentation; or
- c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or
- d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- f) We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising out of or in connection with the provision of, or failure to provide, an event/activity; and
- g) our total liability to you in respect of all other losses arising out of or in connection with the provision of, or failure to provide, an event/activity, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid by you for the event/programme.

Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

This clause shall survive termination of any Contract and the completion of any event/activity.

6. Attendance

The minimum attendance required to achieve a 'pass' mark is 80%.

We ask trainees to inform tutors of any planned or unplanned absences during any elements of the course. Prolonged absences may result in the trainee being reallocated to a different cohort and additional fees becoming applicable.

7. Behaviour

SWT staff are committed to providing a professional service to our trainees. In return, we expect our trainees to behave appropriately at all times.

We will not tolerate the use of bad language, intimidating or threatening behaviour either towards our staff or other trainees. Should an incident arise where there is cause for concern over the behaviour or attitude of a trainee, we reserve the right to terminate your enrolment immediately, there will be no recourse for refund or rebooking under these circumstances.

Any behaviour which could constitute discrimination or harassment on the grounds of sex, sexual orientation, gender, gender reassignment, race, religion, disability or age of any trainee or member

of staff will result in immediate termination of your enrolment, there will be no recourse for refund or rebooking under these circumstances.

8. Effective communication with course tutor

Trainees are expected to maintain effective communication with their tutor(s) on their progress, especially if they are experiencing difficulties with the course. If your circumstances change and you are considering not completing your course, please notify your tutor as soon as possible, who will offer you support and advice.

9. Clothing and equipment

All participants should be adequately prepared for the outdoors. Our training will run unless the weather is so bad it would be dangerous to do so.

You will be sent a kit list as part of your joining instructions. You are responsible for bringing the appropriate clothing and equipment with you. If, in the opinion of your tutor(s), your clothing is deemed unsafe, you may not be able to participate in the training on that day.

10. Assessment

Assessment is based on the completion of a workbook AIM course criteria. Coursework is graded 'pass' or 'refer'. If you are referred, you will be given feedback that will help you improve your work ready for a second submission. If a second submission fails to meet assessment criteria then additional support will be offered to enable you to complete a third and final submission. If the third submission fails to meet the assessment criteria then you will be advised to withdraw from the course. In the event of three failed submissions, no fees are returned to the trainee.

Trainees will only be put forward for certification when:

- they have participated in all the taught elements of the training; and
- they have completed a coursework portfolio for the level of training undertaken by the trainee to the required standard.

11. Coursework deadlines

Trainees are expected to submit the coursework portfolio within 6 months of the course starting date.

Failure to submit coursework within the specified deadline will result in additional charges.

We appreciate that there may be circumstances beyond your control that may prevent you from meeting the coursework deadlines and we can offer deadline extensions in some extenuating circumstances. Requests for an extension must be made in writing or by emailing wbttraining@sussexwt.org.uk.

The length of time granted for an extension will be at the discretion of the course tutor and their decision is final.

12. Safeguarding

SWT and its employees are committed to keeping children and vulnerable adults safe from harm and comply fully with its duty to act appropriately to any allegations, reports or suspicions of abuse. We believe that embedding and promoting a safeguarding culture is everyone's responsibility. Full details of SWT's Safeguarding Policy can be found [here](#).

If you have a safeguarding concern relating to any SWT activity or personnel please email swtsafeguarding@sussexwt.org.uk. If you have urgent concerns about a child please call the

NSPCC helpline on 0808 800 5000. If you have concerns about an adult at risk please contact the relevant local authority adult social care team or the police non-emergency line on 10. If a child or adult is in immediate danger of harm please call 999.

13. Plagiarism

SWT takes plagiarism extremely seriously. Plagiarism is submitting someone else's work, in whole or in part as your own, with or without their consent, by incorporating it into your work without full acknowledgement. Work means any intellectual output and typically includes text, data, images, sound or performance. Under the regulations for examinations, intentional or reckless plagiarism is not acceptable and can prevent you from qualifying. Trainees should ensure they use appropriate referencing.

Where SWT suspects plagiarism, the trainee will be informed and asked to resubmit the work. If the trainee plagiarises on more than one occasion, the trainee will not be permitted to complete the training and no refund will be made.

14. Course cancellations

Should you cancel your course at any time you must let us know by emailing wbttraining@sussexwt.org.uk. A cancellation fee will be charged as follows:

- Cancellation more than 90 days before the course start date = 10% of total booking cost
- Cancellation between 31-90 days before the course start date = 50% of total booking cost
- Cancellation less than 30 days before the course start date = 100% of total booking cost

If you have been offered a funded place on the course through our Wild Coast Sussex project and you wish to cancel your booking, we will not be able to offer a funded place on an alternative date.

In the event that SWT cancels the course more than 48 hours before the planned start time, we will contact you via email. If the course is cancelled less than 48 hours before the start time we will also email and/or call you. If SWT cancels a course we will offer you an alternative course date. If you are unable to attend an alternative date then a full refund of monies paid will be made.

We reserve the right, in our sole and absolute discretion, to cancel a course before its commencement at short notice. In these unlikely circumstances, all monies paid to us will be repaid in full.

We will not be liable to pay any compensation or incidental costs for expenses that you may incur as a result of such cancellation or for any loss or damage caused as a result of such cancellation.

15. Changes & Administration Fees

We understand on occasion there will be unforeseen circumstances that prevent attendance on a course.

Should you wish to transfer your place to someone else the following fees will apply:

- Transfer attendee more than 90 days before the course start date = 5% of total booking cost
- Transfer attendee between 31-90 days before the course start date = 10% of total booking cost
- Transfer attendee less than 30 days before the course start date = 10% of total booking cost

All requests to transfer a place to another person must be made in writing and sent via email to wbttraining@sussexwt.org.uk.

Request to defer your attendance to a course on a later date must be made in writing. Subject to availability and the circumstances surrounding the need to defer as well as our ability to fill your

space we may be able to approve deferral. Where we approve the deferral of your attendance the following administration fees will apply:

- Deferral request received more than 90 days before the course start date = 5% of total booking cost
- Deferral request received between 31-90 days before the course start date = 10% of total booking cost
- Deferral request received less than 30 days before the course start date = 25% of total booking cost

All requests to defer a place to a later course must be made in writing and sent via email to wbttraining@sussexwt.org.uk.

Your booking will not be reconfirmed until the fees have been paid.

Unapproved extensions to the submission of coursework without valid reason (see 11. Coursework deadlines) will result in you being charged an additional fee of £100 per month.

16. Feedback

Your tutors will endeavour to provide the best learning experience for you to qualify. We will take a professional approach to our teaching, being well prepared, reliable and using a variety of methods. We will do our utmost to support you in completing the course, ensuring good communication and respecting individual needs.

We encourage all participants to give us feedback about their experiences. Feedback can be given verbally, in person, by telephone, or in writing by emailing wbttraining@sussexwt.org.uk.

17. Complaints and appeals

SWT is committed to giving a high-quality service. Despite this commitment sometimes things will go wrong. When this happens we want to know about it, and to put things right where we can. Our complaints procedure can be found [here](#).

To appeal an assessment judgement, refer to the AIM Appeals Policy and Procedure Policy found [here](#).

18. Force majeure

For the purposes of these Terms, a Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, without limitation, the following:

- a) strikes, lock-outs, boycott or other industrial action (whether involving our workforce or any other party);
- b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c) act of God (including, without limitation, fire, tempest, storm, flood, earthquake, subsidence, epidemic, or other natural disaster);
- d) failure in the provision of any utility, including power, gas, water, or communication services;
- e) malicious damage or sabotage;
- f) compliance with any law or governmental order, rule, regulation, sanction, embargo or direction;
- g) breakdown, cancellation or failure of machinery or transportation (including, without limitation railways, shipping, aircraft, motor transport or other means of public or private transport); or
- h) default of suppliers or subcontractors.

We will not be liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure event. If the Force Majeure Event prevents us from commencing or completing the event/activity as planned we shall, without limiting our other rights or remedies, in the sole discretion of the event/activity leader either:

- (i) seek an alternative means of meeting the event/activity objectives in the time available, provided the event/activity leader determines that it is reasonable and safe to do so (including, without limitation, achieving the objectives of the event/activity at a different location or by following a different itinerary or route); or
- (ii) cancel the event/activity immediately.

19. Variation of conditions

SWT reserves the right to vary its booking Terms and Conditions from time to time as necessary. Bookings will be subject to those conditions prevailing at the time of the issue of the registration form.

20. Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English courts.