



TERMS & CONDITIONS

Disclaimer: Primal Trail is dedicated to providing safe and enjoyable courses. The nature of the activities we provide and the locations we use means that a level of residual risk may be present despite all efforts made to reduce it and all participants are reminded that a risk of injury or death may always be present. Participants in activities and parents or legal guardians should be aware of and accept these risks as part of the course and be responsible for their own involvement. Under 18's must be accompanied by a parent or legal guardian unless by written agreement.

By booking onto a Primal Trail activity or course you are declaring that:

- You and any Under 18's in your party are physically and medically capable of undertaking the booked activity.
- You or any Under 18's in your party do not require a translator and can follow instructions in English.
- You take responsibility for your own safety and that of any Under 18's in your party.
- You agree to follow the advice and direction of the instructor at all times.
- You understand that failing to do so may result in injury or death.

Terms and Conditions 2024 – Primal Trail is an operating name for Gary Butcher (Gazza), a sole trader. Gazza can be contacted via the website.

1 Payments:

Payment for our services can be made via the website (or BACS (bank) transfer, our bank details are available on request.)

We do not accept cheques.

- 1.1 Bookings require full payment upfront.
- 1.2 Invoices are available by email if required and a receipt of payment will be provided.
- 1.3 Bookings are only confirmed once payment and booking forms have been received by us and we have contacted you with a confirmation of receipt.
- 1.4 Once payment has been received by us all course members are agreeing to be bound by these terms and conditions, in their entirety.

2 Cancelled by client:

We understand that circumstances change and that can be unavoidable but we also believe that we are entitled to fair notice to cancellation; after all, we may have turned down other people for your booking.

2.1 Cancellations must be notified to us by e-mail.

2. Cancellations or postponements will incur the following fees:

- 14 days to 48 hours from event start date: 50% refund.
- 48 hours or less in advance of course start time: No refund.

2.3 Postponements will be treated as a cancellation unless by written agreement from us.

3 Cancelled by us:

It's good to know where you stand if we are unable to fulfil our end of the deal.

A cancellation will always be the absolute last resort. Prevailing weather or 'acts of god' may limit or force us to cancel a course with little notice or even on the day of the course.

3.1 In the event of a full cancellation by us where the weather makes a specific trip or activity unsafe we will offer you an alternative date or a full refund.

3.2 Cancellations on our part, if an alternative date is not possible, will not be charged and any deposit or advanced payment will be returned in full.

3.3 In the event of a cancellation enforced by means beyond our control, for example war, mass disease, break down in social structure etc. or where a government order may limit whether we can deliver a course: we will seek to find an alternative course date for clients or issue an 18 month gift voucher.



4 Cancellations during course:

4.1 If at any point during a course we are not satisfied that we are able to keep group members or staff safe due to actions of some or all of the group members we reserve the right to cancel the course on the spot. We will use our professional judgement and may remove individuals or entire groups from the course.

4.2 All group members will be required to adhere to any safety requirements we set down, without exception and inclusive of any accompanying parent, guardian or leader.

4.3 We will also stop the course should we suspect that any member of the group is under the influence of drugs or alcohol.

4.4 In the event of a course being stopped there will be no refunds. We will not continue a course that we deem to be unsafe.

5 Force Majeure:

5.1. 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:

1. (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.

5.2. 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.

5.3. If the Force Majeure Event prevents us from commencing or completing the course / event as planned we shall, without limiting our other rights or remedies, in the sole discretion of the course/ event leader either (i) seek an alternative means of meeting the course/event objectives in the time available, provided the course/event leader determines that it is reasonable and safe to do so (including, without limitation, achieving the objectives of the course/event at a different location or by following a different itinerary or route); or (ii) cancel the course/event immediately.

6 Miscellaneous:

6.1 All clients must complete the relevant booking forms.

6.2 Non-disclosure of any medical conditions, recent injuries or past surgeries may put you or your child in danger and Primal Trail accepts no responsibility for injuries or emergencies arising from nondisclosure.

6.3 No transport will be included in the course fees, group members are required to provide their own transport, including to and from venues or meeting places.

6.3a Clients will be responsible for their own medical fees and rescue fees incurred in the event of an incident requiring emergency services. Primal Trail or any of its subcontractors will not be responsible for covering emergency service fees during the courses/ events.

6.4 All safety equipment will be provided unless stated otherwise.

6.5 Deliberate damage to equipment will be charged for at the value of a new item or equivalent item of that equipment. Charges may be made to the individual or organisation who booked the course.



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6.6 Gift Vouchers

a/ Gift vouchers are non-transferable. Outside of the 14 day return period gift vouchers are non-refundable.

b/ Vouchers may not be used to purchase further vouchers.

c/Where a free gift is included along with a voucher purchased, the gift must be returned before a voucher refund can be issued.

7 Data:

7.1 We will never pass your information onto other companies or agencies without your permission.

7.2 We may contact you with special offers from time to time. Simply tell us if you wish to opt out.

7.3 Booking Forms will be kept by us for a minimum of 7 years.

8 Risk & Liability:

8.1 We will do everything in our power to keep groups from harm whilst they are participating in a Primal Trail led activity. All clients should accept that outdoor activities and the environment they take part in may always present an element of risk. This risk can never be eliminated without destroying the nature of the activity or environment that it takes place in. Please get in touch for more information.

8.2 All clients must at all times accept and act on the judgment and instruction of the activity leader/ activity instructor. Not to do so may put you in danger and we will not be liable for any injury, death or material loss as a result of not following our advice.

8.3 All clients booking on a Primal Trail course or activity are accepting that the activity can always involve personal risk.

8.4 All clients are advised to take out personal accident insurance and insurance on their own equipment and belongings. We will not be liable for loss or damage to personal belongings. No variation of these terms and conditions will be accepted unless agreed in writing by Gary (Gazza) Butcher.