



Thank you for choosing Rachel Lambert to facilitate your walk or event. Please note that your booking confirmation confirms that you agree to the following terms and conditions.

Provider: Rachel Lambert

Client: Individual or Agent paying for services

Payment

A 50% non-refundable deposit confirms your walk/event. The remaining 50% is due 4 weeks before the walk/event.

Payment is by direct debit or via paypal (no paypal account required). Please note an additional 5% is added onto the cost of PayPal transactions.

Notes for Agents

It is your responsibility to ensure that the clients you are representing understand the following terms and conditions. Failure to do will be the liability of the agent and not Rachel Lambert (the Provider) .

Terms and Conditions

By employing Rachel Lambert and/or associates as a facilitator you agree to and accept the following terms and conditions;

Responsibility of the Client/Agent

You and the clients agree you are physically able to participate in activities and have given full details of any health needs to ensure an appropriate and safe event

You and the clients are aware of the potential risk of outdoor and wild food activities and acknowledge that every care is taken to avoid potential risks and injuries. Therefore participants take full responsibility for their own well-being and assume all risks, including acts of God, of injury, death, and/or loss to his/her person and/or property knowingly and voluntarily.

You and your group listen to the Health and Safety talk at the beginning of the walk/ event, and take full responsibility for your own safety on the walk/event.

Tasting and eating wild food is at your own risk, and choice. You acknowledge that some people may react to certain wild foods.

You and participants agree to adhere to instructions given by the facilitator, on the grounds of safety and success of the walk/event.

All children attending the walk are the responsibility of the relevant Parent/Adult/ Carer.

On events that involve cooking, the client is responsible for their own safety in the kitchen, or kitchen area. Rachel Lambert only accepts responsibility for physical injury if it is due to negligence on her part.

Cancellations/ Alterations of the Walk

Whilst every reasonable effort is made to deal with such contingencies there may be occasions when the Provider, through no fault of her own, is forced to cancel a Walk, bring a Walk to an early close, or to make 'significant' or 'minor' changes. All efforts to be made to inform the clients of these changes as soon as is practically possible, this may be very short notice during or before the Walk. In these circumstances the client will be offered the option to participate in an alternative date. If for some reason this is not possible, you will be reimbursed an appropriate proportion of the the overall cost, or can transfer your payment to an alternative event/walk.

These reasons include;

- Natural variables, including the weather.
- Illness
- Boat cancellations, transport cancellations, bad weather, closure of public facilities, natural disasters, acts of God, epidemic or terrorist activity
- Other unforeseeable situations outside the Provider's control

Cancellations of less than 6 weeks before the walk/event will forfeit the 50% deposit.

Cancellations of less than 4 weeks before the walk/event will incur a charge of the full amount.

In certain circumstances that mean the client is genuinely unable to attend due to serious illness or similar, the full amount will be refunded, less 20% administration costs.

Weather

Walks will go ahead in most weathers and clients are expected to bring weather appropriate clothing, and to come prepared for weather that might change (as is the case in the UK). Exceptions to walks going ahead are when the weather may present a dangerous hazard, and therefore the Walk may be cancelled if (this list is not exclusive);

- Torrential rain storms,
- Sub-zero temperatures
- Gale force winds.

Please note that cancellation or early close of a Walk is due to the discretion of the Provider. Small rain showers, or cold weather will not constitute a Walk cancellation.

The Providers Responsibility

The Provider is not held by contract to provide a walk/event until the full amount is received

All descriptions of walks/events are intended as a guide-line only. The Provider reserves the right to adapt and modify services as needed.

Prices are as advertised or as agreed in writing.

The Provider will provide general information about wild food, though will not be held responsible for specific health information which is the area of a Medical Herbalist, GP or Health Professional.

The Provider reserves the right to remove any participant from a walk/event if their behaviour is deemed inappropriate or abusive

Public Liability Insurance is held by the Provider to the amount of £5million, any claims should therefore be limited to this amount. A copy of the P.L document can be seen on

request.

The Provider has been police checked and holds an Enhanced Disclosure CRB form, a copy of which can be viewed on request.

All walks/events are risk assessed beforehand (on the rare occasion this is not possible, you may be asked to risk assess the site/venue, or a risk assessment and control measures may be carried out during the event)

On the unlikelihood that the Provider needs to alter or cancel dates, every effort will be made to inform relevant parties as soon as is possible and to rearrange at a convenient time.

On events that involve cooking, Rachel Lambert is only present as a guide, not a cook, and therefore will give guidance on how to prepare, cook & present foods only. Physical safety in the kitchen is therefore the responsibility of the client.

Lateness

Many reasons out of our control can cause delays to getting to the venue on time. If you know you are going to be late please make every effort to let the Provider know. Please note Rachel Lambert's mobile number for this reason: 07903 412014.

The Provider will wait for up to 10 minutes for late comers, subject to the agreement/needs of the clients present. You may need to catch us up/find us in situ if you are late.

Please note that Rachel Lambert is usually travelling by public transport to walks/events and this may at times be unpredictable. If the provider is late, she will endeavour to let you know, and please further note her mobile number for this reason. If the Provider's transport is cancelled or severely delayed the walk/event may need to be postponed or cancelled. If this is the case you will be reimbursed the amount paid for the walk/event and offered an alternative date.

Belongings

Personal belongings are the sole responsibility of clients. No liability is accepted for any personal belonging unless it is due to the Provider's negligence.

Complaints/Grievances

In the unlikely event that a client has cause for complaint about a Walk, the complaint should be made to the Provider during the event in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a Walk but to complain later.

However should a problem not be resolved, complaint should be made in writing within 28 days of the relevant Walk. To the extent permitted in law the Provider will not be liable in respect of claims first intimated later than 28 days from the close of the relevant Walk.

Liability

Walks are by their very nature not absolutely free from hazard. The Provider makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risks as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without the Provider being at fault and accepts that he/she is taking part in a Walk/ Event at his/her own risk.

- a) The Provider only accepts liability for physical injury to a client that is shown to result from negligence on the part of the Provider.

- b) The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to clothes and possessions, losses arising from the cancellation of a Walk is not the responsibility of the Provider and that the Provider's liability is limited accordingly.

Insurance

The Provider is covered to a level of £5,000,000 for Public Liability. The client is strongly advised to take out personal insurance of the type available to holiday makers, to cover the risks ordinarily covered by such policies, including personal injury, loss of belongings and money and cancellation.

Rachel Lambert

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