

Wild Food Foraging / Wild Walks South West

Terms and Conditions

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Thank you for choosing Rachel Lambert to facilitate your walk or event. Please ensure that you have read and agree to the following terms and conditions. By making a payment and booking, you are entering a binding contract with Rachel Lambert based on these terms and conditions.

Definitions

Provider: Rachel Lambert

Client: Individual/s or group paying for services

Event/walk/course/experience: These terms are used interchangeably and refer to whatever experience, walk, course or other you have paid for

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 the provider.

Covid-19 Pandemic

New measures will be in place to keep people safe and to stay in line with government guidelines. Please note that the provider's approach may need to change at short notice and clients may be refused attendance if the following is not adhered to.

- Please follow [government guidelines](#) in regards to shielding, travel, staying safe and covid-19.
- A 12 month (longer if needed) extension is automatically issued to all bookings effected by lockdown or by the government covid-19 guidelines.
- Courses currently run with smaller groups, with up to 10 persons where appropriate.
- Social distancing be to maintained throughout the course/ foray. Walk content to be adjusted to support this.
- The guide and attendees to bring their own hand sanitizer to use as necessary on the course.
- Food tasters to be prepared in hygienic kitchen and where necessary, clients to bring their own containers and/or foods to be individually wrapped (details will be sent out a few days before in pre-course literature).

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www.wildwalks-southwest.co.uk

Payment

Your place is reserved when either;

- Full payment is received (public courses)
- When a 50% deposit or full payment is paid for private/bespoke events.
- The final payment is due 4 weeks before the event, or in circumstances where the booking is less than 4 weeks away, the full amount is due.

Payment is by cheque, direct debit, pay pal or stripe.

- Please note an additional % is added onto the cost of electronic transactions to cover fees charges by companies administrating services of transferring money safely.
- There may be an additional charge (through your bank or external transfer company) if booking from abroad, which is beyond the control of the provider.
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Responsibility of the Client/Agent

- Client/s agree they are physically able to participate in activities and have given full details of any health needs, including allergies, to ensure an appropriate and safe event.
- Client/s 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.
- Clients take full responsibility for their own well-being on walks and courses and assume all risks, including acts of God, of injury, death, and/or loss to his/her person and/or property knowingly and voluntarily.
- 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.
- Client/s listen to advice/health talk given and seek medical advice where appropriate. Please note that the provider is not a medical herbalist and cannot give medical advice.
- Client/s always listens to and adheres to reasonable instructions by the provider.
- All children and animals are the sole responsibility and should be under the control of the parent/carer/owner.
- Client/s to arrive prepared, including appropriate clothing and footwear, in the understanding that the event will go ahead in all weather, unless dangerous.
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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, postpone, alter the date or time, cancel an event, bring an event to an early close, or to make 'significant' or 'minor' changes. These circumstances include; minimum numbers not reached (the nature of a course requires a minimum number of participants for it to be viable), natural variables, weather (which may include; gale force winds, torrential and consistent rain, sub-zero temperatures, other dangerous weather), illness, transport cancellations, natural disasters, acts of God, epidemic or terrorist activity, other unforeseeable situations.

- 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 event.
- In circumstances where an event is cancelled or the date is changed, the client will be offered the option to;
 - participate in an alternative date on a similar course to the same value
 - participate in a different event/course/experience and if the value is more, to pay (your responsibility) the difference in price or if the price is lower, be reimbursed the difference in price (providers responsibility)
 - If for some reason this is not possible, you will be offered a full refund

Cancellation/Alterations by the Client

In circumstances where commitments cannot be adhered to the following costs will be incurred. The client acknowledges that such fees are acceptable due to the provider needing to plan for and administrate all courses:

- Cancellations from the time of booking to 4 weeks before the walk/event will forfeit 50% deposit.
- Cancellations of less than 4 weeks before the walk/event will incur a charge of the full amount.
- Alterations to the date of your booking will incur a 10% administration fee and will need to be re-scheduled within 12 months of the original booking. If less than 1 week before the event a fee of 50% will be charged.
- No alterations are possible within 48hrs of the event and your place/s will be forfeited at 100% cost.
- Cancellations by the client due to weather are not acceptable, unless it is agreed with the provider that the weather is dangerous to go ahead in and therefore the event will have been cancelled, postponed or altered.

The Providers Responsibility

- The Provider is not held by contract to provide an 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.
- All walks/events have been subject to a risk assessment, where this is not possible, the walk/venue maybe risk assessed in situ. Alternatively, if the venue has been chosen by or is owned by the client, the client may be asked to risk assess the site.
- On events that involve cooking, Rachel Lambert is only present as a guide and physical safety in the kitchen is the responsibility of the client.

Lateness/Delays

- If you know you are going to be late please make every effort to let the provider know (by mobile, NOT email) - 07903 412014.
- The provider will wait for up to 10 minutes for late comers, subject to the agreement/needs of the clients present.
- If the provider is late, she will endeavour to let you or someone in the group know, and please 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.

Communication

- The provider is committed to communicating clearly with clients within her working hours, though may not be available at all hours suitable for the client/s, as working hours vary according to courses.
- Please note that the provider is best contacted by text, especially at short notice on – 07903412014 NOT by email.
- All communication will be responded to as soon as possible, however some venues have poor phone reception where communication is not always possible. Emails will be responded to as soon as possible, which may be several days after they are sent.
- Clients are expected to provide a mobile number in case the provider needs to be in contact on the day of the event.

Complaints/Grievances

In the unlikely event that a client has cause for complaint about an event, the complaint should be made to the provider during the event in order that corrective action can, if necessary and possible, 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 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.

1. 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.

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2. b) The client acknowledges that other loss, damage and expense (including, without limitation to; 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.
- 3.

Insurance

Public Liability Insurance is held by the provider to the amount of £2million, any claims should therefore be limited to this amount. A copy of the P.L document can be seen on request.

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.

Disclaimer

Your walk/course/experience offers an introductory insight into wild foods available to you; how to identify them, distinguishing features, parts to use, preparation tips, recipe suggestions and common mistakes that could be made. No responsibility can be taken for participants future foraging carried out after and away from the provider's supervision. It is highly advisable that all future foraging should be done under the supervision of a suitable professional, or else at the risk of those choosing to carry out such activities. All materials supplied (images and written information) is meant as a guide only, and cannot be used as a substitute for professional on-site supervision. Only pick a plant if you are 100% certain of its identification and use, for more guidelines on foraging see; [environmental policy](#).