



BEES Booking Terms and Conditions

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1 DEFINITIONS

Start Date

The first day of the Course programme specified in the Booking Agreement or such other date agreed in writing by the board of Trustees of BEES.

Booking

The reservation made by the Customer and accepted by BEES in accordance with these Conditions, details of which are set out in the Booking Agreement.

Booking Agreement

The document setting out the details of the agreement relating to the Booking between the Customer and BEES.

Booking Confirmation

BEES's written confirmation of Booking on receipt of payment and signed Booking Agreement

Booking Price

The total price for the Booking set out in the Booking Agreement or as otherwise confirmed in writing by BEES and refers to the total value of the Course Booking (but excluding Sundry Charges). This may be amended in order to reflect changes notified by the Customer and agreed in writing by BEES.

Cancellation Charges

The cancellation charges payable by the Customer calculated as set out in Condition 6.4.

Conditions

The terms and conditions set out in this document.

Consumer

Has the meaning given in Condition 2.3.

Contract

The agreement between BEES and the Customer for the Booking, incorporating these Conditions and any special terms and conditions agreed in writing between BEES and the Customer.

Course

The BEE a Nature Guide training course, details of which are set out in the Booking Agreement or otherwise agreed in writing by BEES.



Course Assistant

A BEES member present on the Course to help, assist, and represent BEES trustees if not otherwise present throughout the Course.

Customer

The individual, firm, company, group or school identified in the Booking Agreement whose Booking is accepted by BEES in accordance with the Conditions.

Force Majeure Event

Has the meaning given in Condition 10.

Group Booking

A Booking other than an Individual Booking (including schools, universities or other organisations that book as a collective).

Group Leader(s)

Any person(s) identified by the Customer as responsible for organising attendance of Participant(s) in respect of the Course as identified in the Booking Agreement or as notified to BEES in writing by the Customer.

Incident Date

Date on which an event that is either unpleasant or unusual has occurred during the Course and was identified in writing by the Customer and notified to BEES.

Individual Booking

A Booking made by and for an individual.

Participant(s)

Those person(s) whose attendance in respect of the Course are included in the Booking Agreement or whose attendance is otherwise notified to BEES in accordance with these Conditions.

Participant Code of Conduct

The standards of behaviour required of all Participants throughout the course programme (Condition 15).

Payment Schedule

The payment schedule set out in the Booking Agreement or (where no such payment schedule has been provided) payment to be made as set out in Condition 5.2.

Sundry Charges

Payments made by the Customer for additional services/charges not included in the Booking Price, including, but not limited to, transport, tolls, parking fees and damaged items.

Training Session



Any scheduled activity forming part of the Course.

In these Conditions:

- References to 'you' and 'your' are references to the Customer (and the Customer's employees, agents and authorised representatives, as applicable); and
- References to 'we' 'our' and 'us' are references to Biodiversity and Environmental Education Society (BEES), its employees, agents and authorised representatives.

2 CONDITIONS APPLICABLE

- 2.1 These Conditions apply to the Contract to the exclusion of all other terms and conditions.
- 2.2 Please read these Conditions carefully before you submit your Booking or pay for the Course. These Conditions tell you who we are, how we will provide services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions please contact us to discuss (through our website or at contact@beeanatureguide.org.uk).
- 2.3 In some areas you will have different rights under these Conditions depending on whether you are a business or Consumer. You are a 'Consumer' if you are an individual and you are making the Booking wholly or mainly for your personal use or on behalf of your family or on behalf of yourself and other individuals (but not for use in connection with your or their trade, business, craft or profession).
- 2.4 Any representations made by BEES's employees or agents concerning the Booking or the Course will not be incorporated into the Contract unless confirmed in writing by BEES, and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.5 For the avoidance of doubt the Contract is between the Customer and BEES and any claim for non-payment of the Booking Price or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Participant(s) for receipt of payments due in connection with the Booking.
- 2.6 All actions carried out by BEES will always be carried out in good faith and will be towards the greater good of the goals detailed in its charity charter. BEES will act in good faith in its interactions with Participants provided this action is reciprocal.

3 COURSE PRICING

- 3.1 Prices are published in good faith. BEES reserves the right to amend published price bands. Provided that once the Contract has been formed in accordance with Condition 4.3, the Booking Price set out in the Booking Agreement shall apply, subject to any changes agreed in writing by BEES in accordance with these Conditions.
- 3.2 Any quotation given by BEES is not a binding offer and may be withdrawn at any time prior to formation of the Contract in accordance with these Conditions and in any event shall lapse after 28 days.
- 3.3 The details published in various brochures and leaflets are compiled from information, which to the best of BEES's knowledge is up-to-date and accurate at the time of going to press (the print date appearing in each brochure or leaflet). Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by BEES shall be subject to correction without any liability on the part of BEES. In the event that BEES



becomes aware that any information contained within such materials is or has become inaccurate, BEES will use reasonable endeavours to bring this to the attention of the Customer.

4 BOOKING PROCEDURE & CONTRACT FORMATION

- 4.1 BEES shall generate a Booking Agreement in response to a Booking enquiry made by the Customer whether by submission of an enquiry form or by other written or oral enquiry received from the Customer. The Booking Agreement shall be deemed to be an offer made by BEES to the Customer to enter into a Contract upon the terms thereof which may be withdrawn at any time prior to acceptance and which shall in any event be deemed to expire, unless accepted in accordance with Conditions 4.2 and 4.3, prior to the date stated thereon.
- 4.2 The Customer must not alter the Booking Agreement or any documentation issued by BEES in respect of any Booking. Any such alteration will be deemed as a rejection of the offer by BEES and will be treated as a new request for Booking. Any alteration required to any Booking Agreement provided by BEES must be notified to BEES as soon as possible and prior to the signing of the Booking Agreement and in the event BEES is able to satisfy the Customer's requirements BEES shall send to the Customer a revised Booking Agreement.
- 4.3 The Customer acknowledges that once the payment has been paid or the Booking Agreement has been signed by the Customer (or by a Group Leader on behalf of the Customer) and returned to BEES, whichever is the earlier, a binding Contract will immediately come into force between the Customer and BEES. If the Booking Agreement has been signed in accordance with this Condition the Customer will be liable for all payments under that Contract in accordance with the Payment Schedule.
- 4.4 The Customer warrants that the Group Leader(s) are authorised to sign the Booking Agreement and to act on behalf of the Customer in respect of any Booking.
- 4.5 The Customer shall (or shall ensure that the Group Leader(s) shall) obtain the express authority of each Participant for their attendance on the Course. The Customer (or the Group Leader(s), as applicable) must ensure that each Participant is made aware of and complies with the relevant Conditions enclosed within this document and agrees to abide by the Participant Code of Conduct in accordance with Condition 15.

5 BOOKING PRICE

- 5.1 All Bookings are considered provisional until receipt of the Booking Price.
- 5.2 The Customer must pay for the Booking within 30 days on receipt of the Booking Agreement, or prior to the commencement of the Course, whichever is sooner. BEES shall endeavour to send payment reminders but the Customer must ensure that payment is made by the relevant due date.
- 5.3 Time is of the essence for all payments by the Customer to BEES. If the payment is not made in accordance with Condition 5.2, BEES may treat the Booking as cancelled and refuse entry to the Course without any liability.
- 5.4 If at any time before the Start Date BEES deems it necessary to increase the Booking Price to give effect to any increase in cost to BEES in providing the Course or services (including any increase in the rate of VAT applicable) written notice of any such increase to the Booking Price shall be given to the Customer. If the Customer does not accept such increase, the Customer may cancel the Contract within 14 days of receipt of such notice and BEES shall refund in full all sums already paid in respect of the Booking (excluding interest). If the Customer does not cancel the Contract in writing within 14 days of receipt of the above notice, the increased Booking Price shall be deemed to be accepted and the Contract varied accordingly.



- 5.5 Notwithstanding the provisions of Condition 5.4 above, any increase in the cost to BEES which is a result of any change requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to BEES adequate information or instructions shall not entitle the Customer to cancel the Contract and shall be dealt with in accordance with Condition 6.

6 CHANGES, CANCELLATIONS AND REFUND

In this Condition 6, references to actions by the Customer include actions by the Group Leader(s) on behalf of the Customer.

- 6.1 Once the Contract has been formed in accordance with Condition 4.3, if the Customer wishes to make any alteration to the Booking the requested alteration must be notified to BEES promptly in writing at contact@beeanatureguide.org.uk. On receipt of a request for alteration BEES may accept such alteration (subject to any increase in the Booking Price and any administration charges, where applicable) or reject the alteration, at its sole discretion. BEES will endeavour to accommodate the proposed alteration.
- 6.2 If BEES accepts the alteration it shall notify the Customer in writing of any increase to the Booking Price. BEES may charge a reasonable administration charge for any alteration. The Customer shall be liable to pay such increase and charges immediately on receipt of any such notice.
- 6.3 If the Customer cancels the Booking in whole, or wishes to reduce the number of Participants, the Customer must give written notice of the cancellation or full details of the reduction in number of Participants and the Customer shall be liable for payment of the Cancellation Charges, as follows:
- **For Individual Bookings:** If the Contract has been confirmed in accordance with Condition 4.3, and the Customer notifies their intention to cancel, refunds will be made in accordance with the following:
 - For cancellations more than 28-days prior to the Start Date, a full refund will be made.
 - For cancellations 14-28 days prior to the Start Date, 50% of the value of the course (including VAT) will be refunded.
 - For cancellations less than 14-days prior to the Start Date, no refund will be made.
 - **For Group Bookings:** If the Contract has been confirmed in accordance with Condition 4.3, and the Customer notifies their intention to cancel, refunds will be made in accordance with the following:
 - For cancellations more than 56-days prior to the Start Date, a full refund will be made.
 - For cancellations 29-56 days prior to the Start Date, 50% of the value of the course (including VAT) will be refunded.
 - For cancellations less than 28-days prior to the Start Date, no refund will be made.
- 6.4 If a refund is due, the refund will be made directly to the bank account from which the Customer originally paid for the Booking within 30 days of your cancellation.
- 6.5 The Customer acknowledges and agrees that the Booking will only cover those Participants specified on the Booking Agreement or otherwise agreed in writing with BEES in accordance with these Conditions. Any individual who is not a Participant will not be permitted to engage in the Course programme unless previously agreed in writing and the Customer will be liable for payment of additional charges for any individual other than a Participant who participates or attempts to participate in the Course.
- 6.6 BEES may make changes to the Booking or the Course which are required to conform with any applicable safety or other statutory requirements which are not of a material nature.
- 6.7 All itineraries are subject to alteration due to weather and/or operational factors and BEES may change or substitute the services included in the Booking for others of reasonably equal suitability without prior notice or liability and without an alteration to the Booking Price.



- 6.8 Material changes to the Booking or the Course may be necessary by reasons of prevailing weather conditions, operational considerations and matters beyond the control of BEES (including Force Majeure Events). If a Force Majeure Event occurs, BEES may make changes which are of a material nature and in such circumstances will inform the Customer as soon as reasonably possible. In such an event the Customer shall have the following options:
- to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly; or
 - to book a following Course within 12 months with BEES providing a credit for the sums paid by the Customer; or
 - subject to BEES confirming to the Customer in writing that the cancellation is covered by its insurance, to cancel the Booking or such part of the Booking as is affected by the Force Majeure Event with BEES refunding in full all sums paid in respect of the Booking as is affected by the material change less any insurance excess (and excluding interest).
- 6.9 Without prejudice to any other right or remedy available to it, BEES may cancel the Contract or any part of the Contract as may be determined by BEES without liability if the Customer serves notice that any Participant has suffered from or been in contact with persons or animals suffering from infectious or contagious diseases representing any threat to human health in which case the Cancellation Charges shall apply, calculated from the date at which notice of cancellation is given by BEES.
- 6.10 In the event a Participant needs to self-isolate during the Course because they show coronavirus (COVID-19) symptoms or someone in close contact with them tests positive for COVID-19 or if it is simply a precaution that turns out to be negative, BEES can discuss ways to continue their learning opportunities if that is their choice.

7 CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall (and shall ensure that the Group Leader(s) shall):
- be responsible at all times for the general conduct of the Participant(s) throughout the programme; and
 - ensure that all Participants comply with the Participant Code of Conduct in Condition 15.
- 7.2 The Customer shall indemnify and keep BEES indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of business, loss of reputation, third party liability and all interest, penalties and legal costs (including reasonable professional costs and expenses)) suffered or incurred by BEES arising out of or in connection with:
- any failure by the Customer or Group Leader to comply with this Condition 7; or
 - any breach by a Participant of the Participant Code of Conduct in Condition 15.

8 COMPLAINTS

- 8.1 In the event that the Customer is not satisfied with the Course or services provided by BEES the Customer or Group Leader(s) must immediately notify the BEES Course Assistant during the Training Session and provide BEES with the opportunity to rectify the problem at the time.
- 8.2 If a problem is not resolved during the Training Session, the Customer must notify BEES in writing within 14 calendar days of the Incident Date providing full details of the complaint and BEES will endeavour to find a satisfactory solution.
- 8.3 The Customer must contact BEES at the following email address: contact@beeanatureguide.org.uk.



- 8.4 For all Bookings, BEES shall not be liable for any complaint that is not notified to BEES in accordance with this Condition 8 (provided that nothing in this clause shall prevent a Consumer exercising rights under the *Consumer Rights Act 2015*).

9 LIABILITY

- 9.1 Nothing in this Condition 9 shall operate to exclude BEES's liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 9.2 BEES is only responsible for foreseeable loss and damage caused by BEES or its employees, agents and subcontractors. If BEES fails to comply with these terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking to this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Booking process. BEES cannot be responsible for theft, loss or damage caused by third parties.
- 9.3 BEES shall not be liable for business losses howsoever caused. If you are a Consumer we only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity and our liability is limited to you as set out in this Condition 9.
- 9.4 Subject to the foregoing, any liability of BEES for any delay in performing or any failure to perform any of BEES's obligations in relation to the Booking shall be limited to the value of the Booking Price.
- 9.5 Without prejudice to the foregoing, BEES shall not be liable to the Customer or any Participant by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by BEES's negligence or that of BEES's employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.
- 9.6 Except as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.7 The Customer shall indemnify and keep indemnified BEES from and against any and all direct and indirect loss, damage, costs, claims, demands or liability (whether criminal or civil) arising out of any injury or other loss to BEES or its employees, guests, visitors or agents unless BEES is liable for the same under these Conditions.

10 FORCE MAJEURE

BEES shall not be liable for any delay in performing or failure to perform any obligation under the Contract for, or alterations and cancellations due to, any cause beyond BEES's reasonable control including strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of the Contract (a Force Majeure Event).



11 SPECIAL REQUESTS

All special requests must be made at the earliest opportunity in writing. BEES will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. BEES cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of Contract unless such requests have been specifically agreed by BEES in writing.

12 PHOTOGRAPHY AND MARKETING

- 12.1 BEES uses elements of Customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please inform us on any written material that you submit to us.
- 12.2 The Customer shall (or shall ensure that the Group Leader shall) ensure that the Participants complete and return any photograph and marketing forms provided by BEES (such forms shall specify whether the Participant does or does not consent to be photographed).
- 12.3 BEES will only use photographs and feedback which comprise personal data in accordance with Condition 13.
- 12.4 Any photography used in our website or literature is used to give an idea of the Course Programme but may not have been taken on a BEE a Nature Guide training course.

13 COPYRIGHT

- 13.1 The Course, course structure, manuals, materials and all the intellectual property thereto is solely the property of BEES. You may not resell, reuse, or share the materials with any other party under any circumstances, unless specifically agreed by BEES in writing.
- 13.2 Photography, video or audio recording or any other means of recording the Course is only permitted for private and educational purposes and strictly prohibited for commercial purposes unless previous permission has been granted by BEES.

14 DATA PROTECTION

- 14.1 BEES has measures in place to protect the personal data held by us. Personal data collected from you, including personal data relating to Participants, will only be used by BEES in order to fulfil our obligations under the Contract. This includes the administration of your Booking, the arrangement and provision of the Course and in complying with our obligations in relation to health and safety and other regulatory obligations as well as for informing you about BEES's products and services. All personal data is processed in accordance with data protection legislation.
- 14.2 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website <https://www.beeanatureguide.org.uk/privacy-policy>.

15 PARTICIPANT CODE OF CONDUCT

- 15.1 All Participants should behave and follow the Countryside Code of Conduct. All Participants should respect other people and protect the natural environment, whilst enjoying the outdoors.
- 15.2 Everyone has a responsibility to contribute to a good, enjoyable and safe learning environment for all.
- 15.3 Everyone has a right to learn in a safe, inclusive and fair environment, not undermining fundamental British values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs.



16 GENERAL

- 16.1 No variation to the Contract or these Conditions (including any special terms and conditions) shall be binding unless agreed in writing between the authorised representatives of BEES and the Customer.
- 16.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.
- 16.3 BEES may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees, agents or sub-contractors.
- 16.4 No waiver by BEES of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.
- 16.5 No failure by BEES to exercise any power given to it or to insist upon strict compliance by BEES with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of BEES's rights under the Contract.
- 16.6 This Contract is between BEES and the Customer. A person who is not a party to this Contract has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 16.7 Each provision of these Conditions operates separately. If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.
- 16.8 Any notice given hereunder must be given in writing and delivered or sent by email or post to the residence or principal place of business of the party as set out in the Booking Agreement.
- 16.9 BEES may transfer its rights and/or obligations under the Contract or these Conditions to a third party. BEES will notify the Customer in writing if this happens and will ensure that the transfer does not affect the Customer's rights under the Contract.
- 16.10 The Customer may only transfer its rights or obligations under the Contract or these Conditions to a third party with BEES's written consent (such consent not to be unreasonably withheld or delayed).
- 16.11 If you are a Consumer and you are not happy with how we have handled any complaint, you may refer a dispute under the Contract or these Conditions to alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.
- 16.12 Subject to Condition 14.11 any dispute arising out of or in connection with the Contract or these Conditions (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.
- 16.13 If you are a Consumer, you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.