

Terms and Conditions

Last updated: 7th April 2021

1. Definitions

1. All bookings are made with The Living Life Project Ltd. Trading as 'The Living Project'. Company number: 12938598 (hereinafter referred to as the Company) whose registered office is: Basecamp, 4 Hereford Lawns, Swindon, SN3 1LB
2. Any reference to the term 'programme' in these booking conditions means the product to be provided by the The Living Project. (i.e. course, event or coaching), as described and detailed in the programme information, or within email exchange between the Company and the Client.
3. Client means the person, company or organisation for whom The Living Project has agreed to provide the Programme. The 'Client' may be a person or persons other than the person making the booking and making payment for the Programme.
4. Programme Cost means the amount in UK Sterling stated in the programme information.

2. Liability

1. The Company will provide the Programme using reasonable skill and care.
2. The Company will ensure all programmes are provided in line with Covid-19 government guidelines and effective physical distancing is in place.
3. Where any part of the Programme is provided by any third party, the Company will use reasonable skill and care in selecting the third party, but it shall not be liable to the Client for the performance of the third party and / or for any loss or damage, whether of a personal nature or to the Client's possessions, caused by the third party.
4. The Company gives no warranty as to the success or otherwise of the Programme, as this can be dependent on external factors over which the Company has no control, including, but not limited to, weather or hill/mountain conditions, the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, or other untoward occurrences.
5. The liability of the Company to the Client is limited to the Programme Cost.

3. Payments

1. The cost to the Client shall be that the amount stated in the Programme Information, or as agreed within email exchange between the Company and the Client.
2. A 30% deposit of the Programme Cost shall be paid to the Company at the time of booking (within 7 days), in order to secure your Programme. The exception to this is if the client books a programme under 8 weeks before its commencement date (see point e).
3. All monies paid in advance of the Programme will be held by the Company in a separate account.

4. Payment of the final balance of the Programme Cost is due a maximum of eight weeks prior to the commencement of the Programme. Balances which remain un-paid after the eight weeks will be assumed to be cancellations (see Cancellation below).
5. Bookings taken within the eight-week period will require to be paid in full at the time of booking the Programme.

It is important to be aware that your deposit is subject to a Cancellation Policy. Withdrawing or cancelling your booking will incur penalties detailed below. It is strongly recommended that you have suitable cancellation insurance coverage from the time of booking.

4. Cancellation Policy

1. The Company reserves the right to cancel any programme which does not have sufficient people taking part to make it financially viable. If a programme is likely to be cancelled under such circumstances, we undertake to inform you as soon as possible, but this may occur after final balances have been taken.
2. In the event of the programme being cancelled by the Company all monies are 100% refundable or can be transferred to another Programme. However, we cannot be held responsible for any costs or losses incurred.
3. All cancellations must be made in writing by email to hello@thelivingproject.life. We are unable to accept phone, text, messenger or any other forms of communication.
4. In the event of the Client cancelling and withdrawing from the Programme for any reason whatsoever (except solely the cancellation of the whole programme by the Company), the following shall apply:

14-day cooling off period

The cooling off period commences the day after booking. Following payment the client can withdraw their booking within 14-days. The charges are 5% of the monies paid + a £30 administration fee.

After the 14-day cooling off period

Deposits are not refundable.

NOTE: Payment of outstanding balances are due 56 days (8-weeks) before the commencement date of the Programme.

Following full balance payment

Cancellation within 56-days and 42-days (8 and 6 weeks) before commencement date of programme:

- Refund of monies minus 25% + £30 administration fee. OR
- Booking can be transferred to another Programme of equal value within 1 calendar year. After such time no refund will be given.

Cancellation within 42-days and 28-days (6 and 4 weeks) before commencement date of programme:

- 50% refund + £30 administration fee. OR
- Booking can be transferred to another Programme of equal value within one calendar year. After such time no refund will be given.

Cancellation up to 28-days (4 weeks) before commencement date of Programme:

- No refund or transfers.

NOTE: Transferred bookings may incur additional fees based on price increases between operational seasons.

5. Client Disclaimer

1. The Client confirms that they acknowledge and understand that engaging in the Programme may be hazardous and may place him/her at risk of physical and/or mental harm. The Client therefore recognizes that participation in the Programme is entirely at his/her own risk and that he/she will assume all risks of loss, damage, injury or death which may arise and/or be sustained.
2. A Client booking a Programme in remote locations with limited infrastructures acknowledges and understands that the risks to health are increased and the ability to treat injury or illness effectively is reduced.
3. The Client acknowledges and understands that engaging in the Programme can be mentally and physically demanding and may place him/her at risk of physical and/or mental harm. The Client confirms that he/she knows of no reasons, physical or mental, why he/she should be unable to participate in the Programme and engage in the activities involved, or would otherwise be advised by a competent medical professional not to engage in the Programme.
4. A Client that has booked onto a Programme that involves going to high altitude (3000m+), acknowledges that they carry an inherent risk of altitude-related illnesses.
5. The Client acknowledges that neither the Company nor any of their representatives will be responsible for any illness, injury or death sustained on their programme, except where such illness, injury or death is caused by negligence or that of their representatives, nor will they be liable for any uninsured loss of personal property.
6. The client acknowledges and understands that the Company is entitled at any time and for any reason to refuse to allow him/her to continue to participate in the Programme.
7. If in the event of an emergency medical rescue or evacuation from a Programme of you the Client, either by foot, helicopter or otherwise, the responsibility for the payment of such costs will lie with you, the Client. Any subsequent costs for expenses such as hotels, food, transport etc shall be borne by the Client. The same conditions apply if you the client, decide to leave the programme prematurely for medical or personal reasons or otherwise. It is imperative that the client ensures adequate insurance is in place before departure and its details are given to the Company.
8. The Client will have consideration for other people. If in the Company's reasonable opinion, or in the reasonable opinion of any other person in authority, the Client or any member of their party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Company is entitled, without prior notice, to refuse to allow the Client to continue with the Programme. The Company will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and the Company will not pay any expenses or costs incurred as a result of the termination.
9. The Client who is a 'Group Leader' acknowledges that if he/she is making a booking on behalf of another person or persons to engage in the activities within the Programme, that they are accepting responsibility for accepting these terms and conditions on behalf of their 'Group'.

6. Under 18s

The Company will adhere to its Safeguarding Policy (The Living Project – Safeguarding Young People), which sets out our approach and commitment to the welfare and safety of young and vulnerable people when taking part in one of our programmes. This is available on request.

With regards to terms and conditions, you the client should be aware:

1. Group Leaders accompanying and/or acting in Loco Parentis for under 18's are at all times responsible for the pastoral care and standards of behaviour within their group for the duration of the programme.
2. The Company will ensure that accommodation will be arranged so that under no circumstances will an under-18 and an over-18 be sharing a room / tent 1:1.

7. Complaints and Agreements

1. By agreeing to these booking conditions, you consent to the Company's staff taking photographs and/or video footage of you during the trip and that these images may be used by the Company for publicity and training purposes including, but not limited to, in brochures, websites material and in the media. Photos and video footage supplied by you or other team members may also be used as described above. Under 18's are an exception to this condition. Additional consent will be sort by the company from parents or guardians of the young person.
2. On the advancement of deposit for a booking on any of our trips the client acknowledges that he/she has read and understands the above booking conditions and agrees to be bound by them.
3. If you have any complaints whilst taking part in a trip, you must immediately inform your trip leader or instructor who will use all reasonable efforts to remedy it. If you remain dissatisfied, you must make full details of the complaint known to us in writing within 28 days of the end of your holiday. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be effected or even lost as a result. Full details of our complaints procedure are available on request.
4. The terms and conditions of all agreements made with the Company shall be subject to, and governed by, English Law alone. Any disputes or claims are to be decided by the English Courts, and subject to English Law alone.