

Peatland Restoration Practitioners Standard Course

Terms and Conditions

BY TICKING/DEMONSTRATING YOU ACCEPT THESE CONDITIONS YOU ARE BOUND BY THE TERMS OF THE BELOW CONDITIONS

1. SUMMARY OF KEY TERMS

Key Term	Description
Course	LANTRA certified Peatland Restoration Practitioners Course
Delegate / You / Client	The individual attending the LANTRA certified Peatland Restoration Practitioners Course
We / Us / Our / YWT	Yorkshire Wildlife Trust
Activities	Work related to peatland restoration

Please read these terms and conditions carefully as they form the basis of your contract with Yorkshire Wildlife Trust.

1. BOOKING CONDITIONS

Course attendance is subject to the Delegate completing the Course application form. This will be reviewed by YWT team to ensure the Course is suitable for the Client. YWT will issue the Delegate with a payment link, payment must be received by YWT before the place on the Course is confirmed.

Any additional information required or pre-course learning will be communicated to the client by YWT a minimum of 3 weeks before the course commences.

2. CANCELLATION POLICY

If the Delegate wishes to cancel their booking on the course, YWT must be informed in a written email as soon as possible. The cancellation takes place from the date the email reaches our office. As cancellation incurs costs, the cancellation charges set out below will be applied. The booking fee is non refundable in any circumstance.

Cancellation Period ¹	Refundable Amount
28 days or more	Full refund minus booking fee
15 – 28 days	75% refund minus booking fee
8 – 14 days	50% refund minus booking fee
4-7 days	25% refund minus booking fee
0-3 days	No refund

¹ This is the period before the first day of the course within which the written cancellation is received

YWT is committed to delivering the Course, however a minimum number of delegates is required for each course. We will notify you of cancellation for this reason a minimum of 4 weeks before commencement of the course.

If we do cancel the Course for any reason, including 'force majeure' you will have a choice of accepting another place on the Course for a future date, or receiving a full refund minus the booking fee.

3. TRANSFERS

If you are unable to attend the Course and wish to transfer your place to another person, you will need to notify us by email. Transfers carry a £30 administrative fee and can be completed up to 4 days before the commencement of the course.

4. ALTERATIONS

YWT endeavour to deliver the course as advertised, there may be times where minor amendments are required to the content, we will inform you of these as soon as is practically possible.

Any significant changes to the operational delivery of the course will be communicated to you as soon as is possible, you will be given the opportunity to accept the change or to transfer onto a future course.

5. INTELLECTUAL PROPERTY RIGHTS

We retain all ownership, copyright and other intellectual property rights in everything developed, designed or created by us or any predecessor firm either before or during the course of an engagement including systems, methodologies, software, know-how and working papers. We also retain all ownership, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you, although the fees you pay us will give you a licence to use those materials for the purposes for which they were created under this engagement.

6. LEARNER BEHAVIOUR ON THE COURSE

YWT reserves the right to terminate the place of any Delegate on the Course whose conduct is disruptive or detrimental to the learning of others or whose behaviour and language is prejudicial, threatening or disrespectful to YWT staff.

7. HEALTH AND SAFETY

This booking is accepted on the understanding that the Delegate accepts that there is a degree of physical fitness required to attend the site visits, and that whilst YWT work to minimise the risks associated with the site visits, we require you to be vigilant and assess your own ability to negotiate these environments

8. COMPLAINTS POLICY

Any complaints should be made at the earliest opportunity to YWT staff so that problems can be resolved as soon as possible. If your problem is unable to be resolved you should email it to YWT as soon as possible and we will do our best to resolve it

9. LIABILITY

YWT accepts no liability in respect of future work or duties delivered by the Client to a third party. The Client shall indemnify YWT against any such claim made by a third party. In

respect as to work or duties delivered by the client to a third party, YWT at the request of the client, will give reasonable assistance for the Client to pursue any such claim, save that YWT shall not be obliged to pursue any third party if this involves legal or other professional expenses, court or arbitration proceedings, unless the Client agrees to fully and effectively indemnify YWT against all costs and expenses in respect thereof including the cost of YWT of involvement of YWT staff in connection with pursuing a claim.

Except in respect of death or personal injury caused by the negligence of YWT the Liability of YWT to the Client for any consequential (whether direct or indirect) loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of YWT, its employees or agents or otherwise) which arises out of or in connection with the provision of the Activities, shall be limited to the amount that YWT has charged for the part of the Activities in relation to the particular event giving rise to the liability.