



**DILYN NATUR
GUIDED BY NATURE**

Introduction

Our responsibilities to you

All of our leaders are qualified practitioners. They will deliver activities and lead you on nature connection experiences.

We hold Public Liability insurance, and an up to date REC 16 hour Outdoor First Aid Qualification. All activities are suitably risk assessed.

Your responsibility to us

It is your responsibility to be at the agreed meeting point at the stated time at which your event commences. If you know you will be delayed, please contact us at the earliest opportunity and we will try to accommodate this change for you where possible.

It is your responsibility to bring/wear the appropriate clothing/equipment as per the Kit List we provide to you. We reserve the right to refuse participation if you arrive for your event without the appropriate clothing/equipment and we feel it is unsafe for you to take part. In such instance, no refund will be given.

Mobility and access

By their nature, many of our events operate in an outdoor environment. This often includes walking on uneven ground or up or down steep slopes which may be unsuitable if you have mobility issues. While we undertake to adjust activities wherever possible to provide easier access for people with limited mobility and disabilities, due to the nature of what we deliver and the environment in which we deliver it, we cannot guarantee this is possible. Please talk to us before booking if you would like to discuss accessibility.

Terms & Conditions

We accept bookings subject to agreement of the terms and conditions outlined below - our "Terms & Conditions".

In these Terms & Conditions references to:

"Dilyn Natur" and **"Guided by Nature"** and **"Dilyn Natur Guided by Nature"** and **"we"** and **"us"** and **"our"** refer to Dilyn Natur Guided by Nature CIC (company no. 15344886), whose registered office is at 1 Fron Bant, Ffordd Gerlan, Bethesda, Gwynedd, LL57 3SR.

"you" and **"your"** and **"yourself"** and **"Primary Booker"** refer to the person/company/charity/organisation/group making and financially responsible for a booking - which includes any person to whom a booking is transferred;

a **“booking”** or **“standard booking”** (or **“day-long event”**, or **“multi-day event”**, as we refer to bookings in a marketing context) refer to the service, supply, event or course – and the itinerary and activities offered therein – sold by or provided by us;

“flexible upgrade” refer to the optional extra which can be purchased at the time of making a booking – this provides greater flexibility if you need to amend or cancel a booking;

“in writing” refer to email correspondence sent to/from hello@guidedbynature.cymru;

“day-long event” refer to a booking that takes place within one 24 hour period

“multi-day event” refer to a booking that takes place across a period greater than 24 hours, e.g. bookings including an overnight stay(s) or a series of consecutive day walks/events/activities/courses.

“participant” and **“participants”** and **“they”** refer to any person taking part in a Guided by Nature event, or part thereof. Participants under 18 years of age are only permitted to join a booking which does not include accommodation/overnight stays. Participants under 18 years of age must be accompanied by a parent or guardian who is at least 18 years of age. If you are acting as a parent or guardian on behalf of a participant under 18 years of age, you accept these terms and conditions on their behalf and are ultimately responsible for them.

Guided by Nature is limiting liability in cases of death or personal injury caused by our negligence, or cases otherwise not permitted by law.

No employee or staff member of Guided by Nature, other than the Directors, has the authority to omit or amend any of these terms.

These Terms & Conditions apply from 12.12.2023.

MAKING A BOOKING

A **booking**, and therefore a **binding contract** in respect of these Terms & Conditions, is made with us when:

you pay us a Deposit or Full Amount in reference to a provisional/available booking and we confirm this booking to you, in writing; or

you accept, in writing, a booking form/quote/pro forma invoice sent to you, in writing, from us in reference to a provisional/available booking.

In addition, you accept any booking-specific Additional Terms & Conditions, provided in writing by us, by way of making a booking which these additional terms relate to.

If you wish to make or join a booking for a group of people:

The Primary Booker should proceed through the normal booking process. You will have the opportunity to add additional participants to your booking. If you are an additional participant of a group booking, you accept and acknowledge that your share of the booking cost and therefore all payment obligations shall exist between us and the Primary Booker. Unless expressly agreed otherwise with the Primary Booker and ourselves, we will not process any payments or refunds from/to additional participants directly; all such payments shall be made from/to the Primary Booker only.

COSTS, DEPOSITS AND PAYMENTS

Costs (i.e. the **Full Amount** payable) will be outlined on our website for bookings you can make online, or via a Booking Form that we will send to you if you request a bespoke booking.

Participants are responsible for the following costs: personal equipment, tips/gratuities, entrance/admission fees, parking fees, food and drink, personal spending money, transport, accommodation, and activities unless otherwise stated in the 'What's Included' section of a booking itinerary. Participants are responsible for making advance reservations and/or selections for such inclusions where required.

The option to pay a **Deposit** is usually available for bookings costing over £200 made 14 weeks or more prior to a booking's start date and will secure your place(s). Once a deposit has been paid, the remaining balance (i.e. the Full Amount minus the Deposit paid) is due no later than 12 weeks before the booking start date. Before the balance is due we will email you a reminder and payment link. Failure to pay the balance by this deadline would result in us assuming that you wish to cancel your booking. You would forfeit any monies you have paid to Dilyn Natur Guided by Nature CIC, as per the Cancellation by You (Standard) terms outlined below.

Please note: costs are related to a Tour Operators Margin Scheme supply. As a result, you will not be able to recover any VAT.

Cancellation by You: Mountain Experiences

This applies to all Guided by Nature events that are billed as Mountain Experiences,.

- If you contact us **more than 6 weeks** prior to your booking's start date you will receive a Credit Voucher* for the amount** that you have paid to us, minus a Cancellation Charge that is equal to 10% of the total Booking Cost
- If you contact us **less than 6 weeks** prior to your booking's start date you will forfeit the amount** that you have paid to us

*Credit Vouchers are valid for twelve (12) months and must be redeemed by 23:59 on their Valid Until Date.

**Including the total monies and/or value of vouchers received by us, but excluding the value of any optional extras, goods or services that have already been supplied, and/or excluding the value of any promotional codes or discounts applied.

Please email us at hello@guidedbynature.cymru to cancel your booking.

Cancellation by You: Events

This applies to all Guided by Nature events that are not billed as Mountain Experiences, such as walks, workshops, and training courses.

We aim to provide creative and professional workshops that are fairly priced – events which are good value for money as they're run by experienced guides and facilitators. As a small business, our cancellation policy helps us ensure that our costs are covered and to protect the ongoing viability of our events.

- If you contact us more than 7 days prior to the start time of your event, we will give you a full refund.
- If you contact us between 7 and 2 days (48 hours) before the event start time, we will attempt to fill your space from the event waiting list. If we are successful, we'll give you a full refund minus a £5 administrative fee.
- If you contact us less than 48 hours before the event start time we cannot provide a refund.

Please email us at hello@guidedbynature.cymru to cancel your booking.

Cancellation by Us

We plan our events many months in advance. On rare occasions, we have to make changes to details both before and after bookings have been confirmed, or we may need to cancel confirmed bookings. Due to the outdoor nature of our events, local weather, transport or a host of other uncontrollable factors can mean a change in itinerary. Although we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

We reserve the right to cancel your event booking in line with our *Snow and Extreme Weather Policy* (outlined below) - you will receive a Credit Voucher* for the amount that you have paid to us.**

We also reserve the right to cancel your event booking for any alternative reason. If we do this - or a major change (as covered by the *Alternatives and Amendments* clause below) is necessary, which you do not accept - we will notify you as soon as reasonably possible. In these circumstances, you will receive a Credit Voucher* for the amount that you have paid to us, or you can request a refund***.**

*Credit Vouchers are valid for twelve (12) months and must be redeemed by 23:59 on their Valid Until Date.

**Including the total monies and/or value of vouchers received by us, but excluding the value of any optional extras, goods or services that have already been supplied, and/or excluding the value of any promotional codes or discounts applied.

***Refunds are only applicable to payments made by card or BACS transfer - with refund via original payment method. Bookings made using a Credit Voucher, Gift Voucher or any other type of Dilyn Natur Guided by Nature CIC voucher as full or part payment method are not eligible for a refund - a Credit Voucher* will be offered in these instances.

TRANSFER OF A BOOKING

Booking transfers – changes to the Primary Booker and/or changes to the participants – are possible **up to 3 working days before** the booking start date and time. Booking transfers will **only be accepted via email** within the aforementioned time frames (emails are date/time stamped to prove receipt time and will be processed within our office hours). Our email address is hello@guidedbynature.cymru.

Booking transfers are only possible if there is no outstanding balance due.

Booking transfers must be carried out on a like-for-like basis, e.g. a booking for an experience with accommodation in a shared female room must be transferred to another female. We cannot guarantee that changes to dietary requirements or pre-selected/chosen activities, options or menus will be possible for booking transfers - please indicate any requests in your email so we can let you know what may be possible. Our email address is hello@guidedbynature.cymru.

Booking transfers are only possible in the circumstance of re-sale (i.e. if you transfer your booking to someone else in exchange for payment from them) if the re-sale amount does not exceed the original amount paid to us.

Any person to whom a booking is transferred is, by accepting transfer of the booking, also therefore accepts our Terms & Conditions.

The person whom the booking is transferred to **must send us an email with all of the following no less than 2 working days** prior to the event start time:

1. Details of any medical conditions, phobias, or allergies
2. Name and mobile phone number of their emergency contact person

SNOW AND EXTREME WEATHER POLICY

In the event of poor weather conditions, which we consider may be unsafe or dangerous to life, we reserve the right to amend, postpone or cancel the event. In the case of snow or extreme weather being forecast, we will endeavour to go ahead with a booking as long as safe to do so, although we may make changes to the itinerary (as covered by the **ALTERNATIVES AND AMENDMENTS** clause below) to suit the weather and ground conditions. However, we reserve the right to cancel a booking due to snow or extreme weather (including but not limited to: snow and ice; high or gale force winds; and major flooding). **Please note we will not cancel events due to rain so please come prepared accordingly.**

ALTERNATIVES AND AMENDMENTS

We reserve the right to provide alternative itineraries (including accommodation and food), activities and timings, which may be necessary due to the nature of and risks associated with your booking; to ensure the health and safety of participants and/or our staff; unavoidable delays; and unforeseen circumstances. The outline itineraries and activities provided must be taken as an indication of participants' probable accomplishments and experiences, but not as a contractual obligation on our part.

Wherever possible, **major changes** (a change to the booking start/finish date(s) and/or destination and/or accommodation location) will be communicated at the earliest possible opportunity. Where **major changes** are necessary, you will have the choice of accepting the changes; obtaining credit for any monies paid to use toward another booking(s); or cancelling your booking, whereby the **Cancellation by Dilyn Natur Guided by Nature CIC** clause applies.

If we have to make a minor alteration to your itinerary before departure, we will, if practicable, advise you before departure but we are not obliged to do so or to pay you compensation.

No liability beyond offering the above-mentioned options can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of our Terms and Conditions entitling us to cancel (e.g. not paying on time) or if the change made is a minor one.

TRAVEL ARRANGEMENTS AND TIMINGS

Our responsibility for participants begins at the Designated Meeting Point on their event itinerary. We takes no responsibility for getting participants to the Designated Meeting Point unless this is specified in the Event Itinerary. All participants must arrive at the Designated Meeting Point on their Event Itinerary at the specified time. Failure to be at the Designated Meeting Point at the scheduled time will not entitle participants to a refund. In addition, there will be no compensation paid for any lost expenses.

APPROPRIATE FITNESS & EQUIPMENT

It is your responsibility to bring/wear the appropriate clothing/equipment as notified to you in the event description on our website and in your booking confirmation email.

If, in the opinion of the Guided by Nature staff member leading your booking, a participant's fitness or equipment may compromise safety or increase the risks associated with your booking, we reserve the right to cancel your booking, whereby the charges detailed in the relevant **Cancellation by You** clause apply. We provide details of expected fitness levels and terrain, as well as compulsory and recommended equipment kit lists via our website or by email, but please contact us if you are in any doubt or have questions in relation to this.

ACKNOWLEDGEMENT OF RISK

During your booking, all named participants will be asked to accept our Terms & Conditions and to accept the Acknowledgement of Risk Statement, as follows:

I accept full responsibility for my health and safety whilst outdoors. I accept that being outside in nature carries risks. I am aware that the ground may be wet, muddy, and potentially slippery, as well as being rocky or uneven at times, and I will walk carefully whilst on rough and/or wet ground. I am aware that if there are high winds, this can result in falling branches, hazards caused by moving objects, and an increased risk of slipping or falling over. I will not eat any berries, fungi or any other foraged/wild food during the event.

Each named participant on our Mountain Experience events must read and accept our [Participation Statement and Consent Form](#) on or before the start date of their booking. If a participant fails to accept the Participation Statement and Consent Form, their booking will

be cancelled, whereby the charges detailed in the relevant "Cancellation by You: Mountain Experiences clause" (see above) apply.

LIABILITY AND INSURANCE

Our events do not include any personal accident, cancellation, or personal injury insurance. **We recommend that you take out your own insurance policy.**

We will not accept liability for personal injury, illness or death; loss or damage of property and personal equipment; or consequential losses or claims sustained by participants - we strongly recommend participants take out appropriate insurance to cover these risks. We recommend that all participants have adequate insurance to cover the duration of any booking, including the itinerary and activities undertaken, as well as personal travel and baggage transfers to/from the meeting or departure point. **We recommend participants' insurance should, at a minimum, cover cancellation and curtailment, medical and emergency expenses (including repatriation), personal accident, injury and death.**

In the event of an emergency medical rescue and/or repatriation by whatever means, the responsibility of such costs must be borne by the participant.

Participants are liable for any loss or damages occasioned to property or equipment provided as part of the booking, as a result of vandalism or negligence.

If the booking has to be cancelled, interrupted, or curtailed due to **force majeure***** events or circumstances, we shall not be liable to make good any loss incurred.

*****Force majeure** - for the purposes of these terms, force majeure means any event beyond our or our suppliers' control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, but are not limited to: warfare and acts of terrorism (and threat thereof); civil strife; significant risks to human health; natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the booking's destination or remain at the destination; the act of any government or other national or local authority industrial dispute; epidemic or pandemic (including but not limited to the effects of the COVID-19 pandemic or any other pandemic); labour strikes; natural or nuclear disaster; fire; chemical or biological disaster; and adverse or extreme sea, river or weather conditions.

DISABILITIES, MEDICAL REQUIREMENTS AND ADDITIONAL NEEDS/ASSISTANCE

Our bookings are open to participants of all backgrounds and we will do our best to advise on suitability based on individual abilities and requirements. If a participant has any disability, medical requirements, additional needs or assistance requirements (including accompaniment by an assistance animal) which may have health or safety implications, or increase the risk associated with booking activities, you must provide us with these details before we confirm your booking. Such information will be dealt with in a confidential manner - please see our **Privacy Policy**. Where a participant's involvement needs specific medical, social or cultural assistance, we may request that they travel with a suitable companion.

If we feel unable to properly accommodate the particular requirements of the participant concerned, we will not confirm your booking or, if details were not provided before confirmation of your booking, we reserve the right to cancel your booking whereby the charges detailed in the relevant **Cancellation by You** clause apply. We cannot be held responsible for any implications or costs arising from nondisclosure.

BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation or vehicle owner, manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We adhere to the [Countryside Code](#) and we expect our participants to comply with it during our events.

We expect all participants to have consideration for other people. The majority of our participants are non-smokers. In order that they can enjoy their event in comfort, we insist that smokers refrain from smoking in the proximity of all other group members at all times. Smoking indoors in any public space (e.g. lecture room) is illegal, while smoking in any confined space (e.g. at any other group gathering or in a vehicle) cannot be permitted. Smokers must dispose of used cigarette ends, which contain non-biodegradable material, responsibly. In booking an event you agree to accept these guidelines, and it is the right of our staff and leaders to dismiss from an event any participant failing to respect them.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your 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, flora or fauna (including the collecting of any living specimen from the natural world, for example any plants or insects), we are entitled, without prior notice, to terminate the event of the person(s) concerned. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

We do not allow dogs or other pets at any of our events. If a participant brings their pet along to an event we are entitled, without prior notice, to terminate the event of the person(s) concerned. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

PRIVACY POLICY

In order to process your booking and to ensure that it runs safely, smoothly and meets participants' requirements, we may need to pass on the information and personal data participants provide including, but not limited to: name, contact details, assistance needs, medical conditions, injuries and dietary requirements to relevant third-party suppliers (e.g. activity leaders; accommodation, transport, or catering providers; etc.) that we work with or subcontract to fulfil your booking. Except in the case of an emergency, **we will NOT pass on medical details participants have disclosed to us - it is their responsibility to ensure they inform any third-party of such details.**

Please see our [Privacy Policy](#) for full details.

ACCURACY OF INFORMATION & PRICING

We endeavour to ensure the accuracy of information and prices on our website and within our printed and digital marketing materials; however, the information and prices shown may have changed by the time you come to make your booking or, regrettably, an error may have occurred. We reserve the right to correct information and prices in such circumstances. Therefore, please ensure you check all details with us at the time you make a booking and

advise us immediately if any booking confirmation or relevant information you receive from us appears to be incorrect or incomplete.

Any discount or refund offered will only be valid if offered in writing and is subject to approval by the Directors.

Booking descriptions and prices on our website supersede details published in any printed or digital marketing materials.

Any information provided by us on such matters of climate; weather conditions; clothing, baggage and equipment choice, is given in good faith but without responsibility for accuracy on our part.

MEDIA CONSENT

Participants in our events may feature (and be individually recognisable) in photography, video or alternative media produced during the booking's duration. Such media may include a participant's image and/or written or audio testimonial, which may be processed (in line with our legitimate interest) or used in promotional and/or marketing material connected with, or relative to, Dilyn Natur Guided by Nature CIC. This may include, but is not limited to: use on our website, or third-party websites which feature our services or offers; on our social media platforms; and in printed or digital materials, e.g. brochures, leaflets, blogs and magazine articles. We will retain all rights, title and interest, including but not limited to any royalties, proceeds, or other benefits derived from such media.

ACCOMMODATION

The availability or provision of accommodation included in a booking is subject to the 'house rules' of the accommodation or site. Accommodation is usually provided in twin or double rooms, or multi occupancy dormitories. Where possible, we will try to accommodate participants' preference of room type. Where possible, we will try to accommodate participants' preferences for single sex dormitories.

COMPLAINTS

We do our very best to ensure that your booking goes according to plan and that we meet all participants' expectations of us. However, if a participant has a complaint arising, please let us know immediately. If a problem arises before a booking start date, please contact us by telephone or in writing (via hello@guidedbynature.cymru). If a problem arises as part of a booking's itinerary and activities, it is essential that the participant advises a staff member in attendance, so that an on-the-spot investigation can be made if necessary, and remedial action taken if required.

If a participant feels that their complaint has not been resolved by following this procedure, they should advise us in writing within 28 days, supplying all relevant information. Such correspondence will be given prompt attention and we will reply within 28 days.

In no circumstances will any responsibility on our part be accepted if a complaint was initially raised after the related booking had ended, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem.

LAW AND JURISDICTION

You agree that the contract that you have with Dilyn Natur Guided by Nature CIC as well as any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales. You further irrevocably

agree that the courts of England and Wales have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your booking with us.