



Passionate about travelling safely

Planet Wise Limited, Terms & Conditions

Planet Wise is a limited company registered in England, number 04991021.

When making a booking you will need to read and agree to the following terms and conditions; all bookings are bound by these.

Interpretations in these conditions:

"Planet Wise" – Planet Wise Limited of 10 Swan Street, Eynsham, Oxfordshire, OX29 4HU.

"Client" – the person that is attending the course (& / or the person that has signed the Booking Contract and that agrees to these terms, in the case where parents or guardians have signed the Booking Contract.)

"Supplier" – a recognised contracted third party used to fulfil an activity, service or venue as part of the course itinerary for Planet Wise Limited.

"Course" – the training course that is chosen by the Client and subsequently confirmed in their Booking Contract.

"Booking Contract" – the contract as outlined on the booking form, that, when signed by the client, ensures Planet Wise will supply the chosen training course and that the client will pay Planet Wise the correct and full amount for the chosen course.

Planet Wise Limited reserves the right, at any time before a contract as hereinafter defined is accepted or deemed to be accepted by the Client, to withdraw or change these conditions.

The conditions herein are accepted by the Client to the exclusion of any previous terms and conditions, written or otherwise.

Passionate about travelling safely

w w w . p l a n e t w i s e . n e t

1. Making a Booking

- (i) Upon request Planet Wise will supply to the client a proposal.
- (ii) The client must choose an appropriate course and then sign and return a booking contract **along with the correct and full payment.**
- (iii) The **contract is made when Planet Wise receives the signed** booking contract.
- (iv) The client must check carefully to ensure that booking contract matches the course that was chosen. Any discrepancy must be communicated to Planet Wise as soon as is reasonably possible.

2. Pricing

- (i) The price of your course is as detailed in the booking contract. Planet Wise reserves the right to change the price of the course at any time prior to the issuing of the booking contract.
- (ii) All monies referred to are in pounds sterling and are inclusive of VAT unless otherwise stated.
- (iii) Personal insurance is not included in the price of the course unless otherwise stated.

3. Payment

- (i) The price of the course and the basis on which it is calculated is contained in the booking contract
- (ii) The **client accepts all responsibility for any payments due for the person listed on the booking contract.**
- (iii) **Failure to make payment on the due dates will entitle Planet Wise to cancel the contract without penalty and to treat such failure as a cancellation by the client in which case cancellation charges will apply from the date the payment became due.**
- (vi) Planet Wise reserves the right not to provide the itinerary or any part thereof until it has requested and received sufficient funds from the client to pay suppliers. Planet Wise will not be liable for any matters arising out of delay in payment by the client.

4. Alterations or Changes to the Itinerary by Planet Wise

(i) The course itinerary is based on current schedules and service details and consequently **may require minor changes to be made.** Wherever possible Planet Wise will notify the client of any such changes before commencement of the course. **A minor change will be deemed to be** any change which, taking into account the information given by the client to Planet Wise at the time of booking, Planet Wise or supplier could **not reasonably expect it to have a significant effect on the confirmed course.** In the event of minor changes no compensation is payable, nor do such changes entitle the client to cancel the course or request an alternative course.

(ii) In the event that there are **significant changes to or cancellation of the itinerary** prior to the commencement date of the itinerary Planet Wise will as soon as is reasonably practical notify the client. In these circumstances the **client may accept the change and accept a refund** of the difference in price between the price of the course purchased and that of the substitute course. In the case where the changed course is inferior to the one booked, the client may cancel the course and receive a full refund (which will be in full and final settlement of all claims including loss of enjoyment). **Planet Wise, where possible will offer an alternative course (from the range of services offered by Planet Wise).**

(iii) **In the event of loss or damage suffered by the group or changes to or cancellation of the whole or part of the itinerary due to reasons of unusual or unforeseeable circumstances beyond Planet Wise's or the Suppliers' control, compensation will NOT be payable. By way of example because of safety risks, adverse weather conditions, war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, fire, flood, shortage of water, epidemics, technical problems with transport or equipment, airport closures, and similar events beyond our control.**

(iv) Cancellation or changes may be made when safety conditions are, in Planet Wise's or its Suppliers' discretion, compromised. If cancellations occur in such circumstances Planet Wise or its suppliers will make every effort to reschedule in line with the client's requirements.

5. Cancellation charges.

If the client cancels their booking on the course as detailed in the booking contract then the follow conditions shall apply with regard to the number of days left until the commencement of the itinerary versus the amount payable;

- **If you cancel with more than 31 days until the commencement of the course then 100% of your payment will be returned.**
- **If you cancel with 15 to 31 days until the commencement of the course then 75% of your payment will be returned.**
- **If you cancel with 10 to 14 days until the commencement of the course then 50% of your payment will be returned.**
- **If you cancel with less than 10 days until the commencement of the course then no refunds are available.**

6. Planet Wise's responsibility

- (i) Planet Wise will use **all reasonable care in the selection and use of suppliers of services and activities** forming part of the agreed course.
- (ii) Planet Wise accepts responsibility for claims by the client where Planet Wise and/or its suppliers fail to provide the proper performance of the services forming part of the course. The liability shall be limited to the net cost of the element of the course found to be deficient.
- (iii) **Planet Wise will accept liability for personal injury claims arising as a direct result of the proven negligence of its staff (providing they were acting in the course of their employment).**
- (iv) **Planet Wise does not accept liability in the following circumstances:**
 - **If the client is at fault, which will include any losses or damage attributable to or resulting from a failure on the part of the client to abide by these terms and conditions**
 - **If the failure is the fault of someone else not connected with providing services, which make up the agreed itinerary**
 - **Any unusual or unexpected circumstances beyond the control of Planet Wise or its suppliers**
 - **Any event, which Planet Wise or its supplier even with all due care, could not foresee or forestall**
 - **Any instance of inappropriate behaviour, including insobriety.**

(v) Any travel, activities, accommodation and other services are carried out subject to the supplier's conditions of carriage, supply or contract which will be notified to the client if they depart significantly from standard industry practice or upon the client's request. If any supplier can exclude or limit liability under any international convention or foreign law Planet Wise will rely on that exclusion or limitation.

(vi) Where the cause of loss, damage or injury is due to Planet Wise then Planet Wise's acceptance of liability is subject to assignment to it of the claimant's rights against the former and to the claimants co-operating with Planet Wise in any legal action it may take to enforce any right of subrogation or by way of any third party proceedings.

Passionate about travelling safely

w w w . p l a n e t w i s e . n e t

7. Client responsibilities

- (i) To ensure that they are informed about these terms and conditions and the course details.
- (ii) To be responsible for the accuracy of information supplied.
- (iii) The client must **inform Planet Wise in writing of any special requests** (for example, special facilities for disabled people) which it or any of the group have so that Planet Wise is able to make arrangements, as far as reasonably possible, to cater for them.
- (iv) Some of the activities provided by Planet Wise as part of course require an element of physical activity on the part of the client. The client will ensure that they are **physically able to take part** in the course, suffer no disabilities or conditions that may impair, restrict or endanger their involvement or that of other members attending the course. If the client has any doubts or concerns regarding this then **these issues must be raised in writing** at the time of booking, (for example **asthma, high blood pressure, heart conditions, vertigo, epilepsy** etc.).
- (v) To agree and progress with all payment timetables as set out above and in the booking contract invoice.
- (vi) To ensure that they **act, at all times, in a safe, responsible and courteous manner**, comply with all safety procedures (for the avoidance of doubt this includes an appropriate level of sobriety), **listen and be present at all safety and information briefings relevant to the course**, make supervisors, or any person in authority, immediately **aware of any equipment or site deficiencies or concerns**, dress and/or equip themselves suitably for any event or activity as advised by Planet Wise and or its Suppliers, and observe and obey all laws, requests (including the signing of any disclaimer) and conditions of use of any supplier, including accommodation and entertainment venues.

8. Behaviour

Planet Wise by itself or its suppliers may remove clients from the course, with no liability of reimbursement, if the behaviour of the client or that of any person associated with the client is likely, in the opinion of Planet Wise or its suppliers, **to cause distress, damage, danger to or to annoy other customers, or other members of the course, employees, property or anyone else**. If this is the case clients will immediately forfeit all costs and any right to compensation, whether or not the course has been completed, and be liable for any compensation sought by our suppliers. If clients behave in such a way that results in the suppliers' relationship with Planet Wise being terminated, **Planet Wise will pursue clients for compensation for a minimum of £1000 per supplier**.

9. Complaints

- (i) If there are any complaints about the course these must be **communicated immediately to Planet Wise** or its suppliers who will try to resolve the problem. Any failure to so report such complaints immediately will be deemed to be a failure on the part of the client to mitigate its losses and Planet Wise will not consider itself liable for those complaints.
- (ii) If Planet Wise or its suppliers are unable to sort out the problem then a written report must be submitted, specifying any perceived failure at the place where the Itinerary is supplied.
- (iii) If the matter is still not resolved after completion of the course then the Client must write to Fire Events within 28 days of completion of the course giving full details.

10. General

- (i) If any of these terms or conditions are unenforceable for any reason, but would be enforceable if some of its wording were deleted, it shall apply with such deletions as are necessary to make it enforceable.
- (ii) No amendment or variation to the contract or conditions shall be effective unless in writing and signed by or on behalf of both parties.
- (iii) Any contract between the client and Planet Wise shall be construed in accordance with English law and is subject to the exclusive jurisdiction of English Courts.

In respect of any alterations to the above, please check on booking that the above guide details Planet Wise's latest terms & conditions.

Planet Wise terms and conditions - Amended and updated March 11th 2004



Planet Wise Limited
10 Swan Street
Eynsham
Oxfordshire
OX29 4HU
Tel: 0870 2000 220
info@planetwise.net
www.planetwise.net

Passionate about travelling safely

w w w . p l a n e t w i s e . n e t