**Go Wild Education Terms and Conditions of Use – Level 3 Certificate in Forest School Leadership with Workshop**

These Terms of Use were last updated on 19th July 2023.

These can and do change from time to time so please ensure that you read them before booking a Course. When you book a Course you are agreeing to our Terms and Conditions of Use . If you have any queries regarding our Terms and Conditions please contact us via email at hello@gowildeducation.co.uk

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**1. Terms**

By accessing the Online Course or Website, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this Online Course or Website are protected by applicable copyright and trade mark law.

**2. Online Course or Website User Licence**

Permission is granted to temporarily download one copy of the materials (information or software) on Go Wild Education’s Online Course or Website for personal, non-commercial transitory viewing only. This is the grant of a licence, not a transfer of title, and under this licence you may not:

• modify or copy the materials;

• share, copy or re-purpose the materials for your own commercial use or with others;

• use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

• attempt to decompile or reverse engineer any software contained on Go Wild Education’s Online Course or Website;

• remove any copyright or other proprietary notations from the materials; or

• transfer the materials to another person or 'mirror' the materials on any other server;

• cause any of the material on the Online Course or Website to be framed or embedded in another Online Course or Website;

• create derivative works from the content of the Online Course or Website;

• use the Online Course or Website for commercial purposes;

This licence shall automatically terminate if you violate any of these restrictions and may be terminated by Go Wild Education at any time. Upon terminating your viewing of these materials or upon the termination of this licence, you must destroy any downloaded materials in your possession whether in electronic or printed format.

You agree not to directly or indirectly compete with the business of Go Wild Education during the period of enrolment in this Course. Creating a competing product or service will serve as reason for automatic termination.

**3. Disclaimer**

The materials on Go Wild Education’s Online Course or Website are provided 'as is'. Go Wild Education makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Go Wild Education does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Online Course or Website or otherwise relating to such materials or on any sites linked to this site.

**4. Limitations**

In no event shall Go Wild Education or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Go Wild Education’s Online Course or Website, even if Go Wild Education or a Go Wild Education authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**5. Revisions and Errata**

The materials appearing on Go Wild Education’s Online Course or Website could include technical, typographical, or photographic errors. Go Wild Education does not warrant that any of the materials on its Online Course or Website are accurate, complete, or current. Go Wild Education may make changes to the materials contained on its Online Course or Website at any time without notice. Go Wild Education does not, however, make any commitment to update the materials.

**6. Links**

Go Wild Education has not reviewed all of the sites linked to its Online Course or Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Go Wild Education of the site. Use of any such linked Online Course or Website is at the user's own risk.

**7. Site Terms of Use Modifications**

Go Wild Education may revise these Terms and Conditions of Use for its Online Course or Website at any time without notice. By using this Online Course or Website, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**8. Governing Law**

Any claim relating to Go Wild Education’s Online Course or Website shall be governed by English law without regard to its conflict of law provisions.

**9. Fees and Refunds**

Fees for Courses are set forth on the Website. We reserve the right to change Course Fees at any time.

**Refunds:** In the event that you decide your purchase was not the right decision for you or your business, within 14 days of enrolment, contact our team at hello@gowildeducation.co.uk and let us know you’d like a refund by the 14th day at 11:59 GMT.

We will **NOT** provide refunds more than 14 days following the date of purchase. After day 14, all payments are non-refundable and you are responsible for full payment of the fees for the Course regardless if you complete the Course.

Please note: If you opted for a payment plan and you do not request a refund within 14 days, you are required by law to complete the remaining payments of your payment plan.

In the instance of an organisation purchasing a course for an individual, access to the course and its content will be for the individual and is not transferrable. If it is the case that an individual does not complete the course, the organisation does not have a right to access the course material.

**Recurring Payments:** If you have signed up for a payment plan, you hereby authorise our continued access to your financial information stored by our third-party financial processing company (Stripe or PayPal) until your payment plan is complete, as set forth in your acceptance of the purchase terms upon checkout.

**10. Intellectual Property**

All images, text, designs, graphics, page layout, icons, videos, logos, taglines, trademarks and service marks are owned by and are the property of Go Wild Education or the properly attributed party. It is a violation of UK law to use any of our intellectual property in whole or in part, and modification of any materials contained on provided in the Online Course or Website is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including seeking financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately.

**You may:**

• Access the Online Course or Website for your individual use

• Download and/or print any Course materials for your individual use

• Use our trademarks and copyrighted materials with our prior written consent and proper credit and marking, namely, citing Jackie Roby and Go Wild Education as the source of the materials and marking any registered trademarks with ® or common law trademarks with ™.

**You may not:**

• Re-sell or trade your access to the Course;

• Share the Course with anyone else who has not yet purchased it or opted to receive it;

• Reprint any portion of the Course, except as set forth above and for your own individual use;

• Republish any of the Course, in part or in whole;

• Distribute any of the materials contained in the Course or related materials and/or communications as your own;

• Reproduce and alter any part or whole of the Course for distribution as your own work;

• Claim ownership or use over any of our intellectual property without our prior written consent, which includes (but is not limited to): copyrights such as Course materials, worksheets, workbooks, lessons, videos and more; trademarks such as names, logos, tag-lines or other unique source identifiers; or trade dress including the look and feel of the Course (and its related communications and materials);

• Use our Course or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

**Request for Permission to Use Content:** If you wish to use, publish or refer to any of our content, Course(s) or related materials, you must do so by requesting permission prior to commencing use of the same by email us at hello@gowildeducation.co.uk. Permission is not granted until you receive such permission in writing.

**11. Qualification(s)**

In order to gain any accredited forest school qualification (Levels 1, 2 or 3) you MUST complete a portfolio of evidence to the required standard. You cannot gain your qualification without doing so.

**Level 3 Certificate in Forest School Leadership:** You agree to lead 6 forest school sessions with your own group. You agree that you are over 19 to begin and over 21 to qualify and have a valid enhanced DBS check (or equivalent).

Client(s) will be given 18 months from the start date of the training Course in which to submit their final portfolio. Extensions will only be granted in exceptional circumstances and will need to be formally requested in writing.

**12. Completion and Certification**

Client(s) will only be put forward for certification when the following have been completed:

• Client(s) have participated in all the taught elements of the training

• Client(s) have successfully completed all necessary skills assessments and observations

• Client(s) have completed a Coursework portfolio for all units, to the required standard

• Client(s) have evidence of current DBS (or equivalent) (Level 3 only), and personal identification in the form of a government issued photo ID.

• All Course fees have been paid in full

You agree that Go Wild will pay a £70 student registration fee to Open Awards on your behalf.

**13. In-person Workshop booking**

Your Workshop will be booked at the time that your purchase your Course. These dates are subject to change. Go Wild Education will endeavour to give you your chosen dates. If Courses are unable to go ahead, you will be moved on to the next available dates. You may not change your Course dates. Course places are allocated on a first-come, first-served basis and are often booked out a year in advance. Course fees must be paid in full before you can book your Workshop. If you cannot attend a booked Workshop, you will be moved to the 100% Online Course and no refunds will be given.

**14. Workshop cancellations by Go Wild Education**

In the unlikely event that Go Wild Education cancels a Workshop, the Client(s) will be transferred onto the next available Course.

**15. Workshop Conduct**

Go Wild Education’s Clients are expected to behave in a reasonable manner at all times and to comply with all reasonable instructions and leadership of Go Wild Education’s Staff and Instructors. The Client acknowledges that persons attending a Go Wild Education Course are entitled to expect a high standard of conduct and regard to personal wellbeing on the part of all Clients, Staff and Instructors. For this reason, the Client accepts that Go Wild Education may, in its absolute discretion and without the need to give reason, arrange for a person who is deemed to be behaving unacceptably to be removed from the Course, if necessary against his/her will. Circumstances that may warrant exclusion from a Course include (without limitation):

• Intoxication

• Use of non-prescription drugs

• Abusive behaviour

• Inability to meet the rigours of the Course

• Lack of appropriate clothing or footwear

For the removal of any party under such circumstance, Go Wild Education shall not be liable for any losses as a result, and any costs incurred by Go Wild Education arising from the removal of said Client(s) will be payable by the Client upon demand.

**16. Workshop Liability**

Go Wild Education’s activities take place in a traditional woodland and garden and by their very nature are not completely hazard-free. Go Wild Education takes all reasonable precautions to maintain the safety of its Clients and minimise any risk. Go Wild Education instructs Clients in the safe negotiation of any risks that are inherent in attending the Course. The Client accepts that accidents including serious injury can occur without Go Wild Education being at fault and accepts that to this extent he/she is taking part in a Go Wild Education Course at his/her own risk. The Client also recognises that Go Wild Education is not responsible for any loss, damage or expense incurred to the personal property of the Client including vehicles, money, clothing and/or equipment. The Client also agrees that Go Wild Education will not be held liable for any losses arising on the cancellation of a booking and the expenses of delay and harm caused other than that which can be proved to be due to the negligence of Go Wild Education. Howsoever this may arise it is not the responsibility of Go Wild Education and that Go Wild Education’s liability is hereby limited.

Although all Go Wild Education Courses are conducted by fully qualified and/or experienced Instructors, it is not intended that any instruction provided to the Client(s) while at the Course will in any way qualify that/those Client(s) to instruct any third party until such a time as a written portfolio of evidence has been submitted by the Client(s) and marked as being of an acceptable standard by Go Wild Education and warranty is made to that effect. The Client recognises that attendance on a Go Wild Education Course in no way qualifies him/her to teach the Course content until such a time as a written portfolio of evidence has been submitted by the Client(s) and marked as being of an acceptable standard. Go Wild Education therefore accepts no liability for any mishap occurring to third parties taught by unqualified attendees of any Go Wild Education Course.

**17. Workshop Refreshments**

Some refreshments are offered as part of the Workshop. However, if Client(s), or anyone attending the Course, suffer from life threatening allergies from substances such as nuts etc. then we advise Client(s) to provide refreshments for themselves. Go Wild Education cannot guarantee that food is nut- or allergen-free. Please notify Go Wild Education of any food allergies in advance.

**18. Digital Media during the Workshop**

Go Wild Education encourages Client(s) to take photographic evidence and videos of their own experiences but videos cannot be taken of the Course Instructors. Go Wild Education may share photos from the Course with other Clients and externally unless informed otherwise.

**19. Complaints**

In the unlikely event that a Client has cause for complaint about a Go Wild Education Course, the complaint should be made to a representative of Go Wild Education during the Course, in order that corrective action can, if necessary, be taken. If the complaint is about a member of Staff then please contact Go Wild Education who will give information about the Complaints Procedure. The Client accepts that it is unreasonable to take no action during a Course but to complain later. However, should a complaint not be resolved at source a complaint should be made in writing via email at hello@gowildeducation.co.uk within 28 days or this complaint will not be upheld.

**20. Appeals Procedure**

The following Appeals Procedure may be used by any Client registered for an accredited learning Course with Go Wild Education:

A) In the first instance, Client(s) should appeal in writing to the tutor/assessor, within 14 days of an assessment or upon notification of a decision regarding the Coursework portfolio. This appeal should state the reasons for the appeal and include the item(s) of evidence in dispute.

B) After fresh consideration of the evidence in dispute and after consultation with another qualified assessor and/or Internal Verifier, s/he will then reply in writing stating the reasons why the initial judgement is to stand or the reasons for any new judgement.

C) If Client(s) remain unhappy with this second judgement Client(s) can appeal in writing, setting out the nature of the appeal and including any evidence in dispute to the Internal Verifier. This should be done within 14 days of the written second judgement by the assessor.

D) The Internal Verifier will then make a judgement in writing to the Client(s) within 14 days of receiving any appeal.

E) If Client(s) remain unhappy with the judgement of the Internal Verifier Client(s) may appeal to the External Verifier under the same conditions as stated for an appeal to the Internal Verifier.

F) At this stage the appeal passes out of the jurisdiction of Go Wild Education and becomes a matter for the External Verifier and the Awarding Body.

G) At any stage of the appeal the Assessor and/or Internal Verifier may pass the appeal direct to the External Verifier for judgement.

**21. Contact Details**

Jackie Roby – Tutor

hello@gowildeducation.co.uk

Go Wild Education, Quay House, Quayside, Brockweir, NP16 7NQ