

# KEEN Terms & Conditions

## REGISTRATION CONDITIONS

- I. No variation of these terms & conditions shall be applicable unless agreed in writing by **KEEN** prior to booking the relevant program/event/service.
- II. Registrations are only made upon the receipt of payment, registration forms or other required documentation, and following our confirmation. US law governs this contract.
- III. **KEEN** offers nature-immersion and primarily outdoor-based activities. We do this in all types of weather and in all seasons. However, on occasion the heat, cold, air quality (due to fires), or other conditions are not safe for our participants. In those cases, programs/events/services may be cancelled or delayed by such conditions. By registering for a program/event/service with **KEEN**, you acknowledge that you understand that deposits and or full fees are non-refundable, as described below, when the conditions are out of our control.

## FEES

- IV. Program/event/service places are reserved by **KEEN** upon receipt of a completed registration form and deposit or full payment. Upon the clearance of payment your place will be reserved, this will be confirmed via email.
- V. Deposits are required where noted. In the event a registration fee is required, the registration fee is non-refundable under any circumstance, whether the registration is cancelled by the client or by **KEEN**.
- VI. Full payment is due no less than 30 days before the start of the program/event/service or upon registration if the registration is completed later than 30 days before the start.
- VII. Payment methods: We accept electronic banking transfers (ACH) and Credit Card payments. In the event that online payment does not work, please contact **KEEN** to arrange payment by written check.
- VIII. Once a completed booking form has been accepted in writing by **KEEN** all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these terms & conditions.

## CANCELLATION BY CLIENT

- IX. All cancellations must be made in writing.
- X. Charges incurred for cancellation:
  - a. Cancellation more than 60 days prior to the start of the program/event/service will result in the loss of deposit
  - b. Cancellation between 59-46 days prior to the start of the program/event/service will result in the loss of deposit and 50% of total cost
  - c. Cancellation less than 45 days prior to the start of the program/event/service will result in the loss of 100% of total cost

## CANCELLATION BY KEEN

- XI. While every attempt is made to ensure that advertised programs/events/services actually run as expected, **KEEN** will notify the client of cancellation as soon as practicable if, for example, enrollment is too low to undertake the program/event/service or if **KEEN** leaders are unable to offer the program (due to illness, or other unexpected situation).
- XII. **KEEN** shall notify the client of likely or actual cancellation as soon as practical prior to the start of the programs/events/services.
- XIII. In the event of cancellation by **KEEN**, clients will be offered the choice of the following options (exception noted below);
- a. A letter acknowledging donation of fees from the program/event/service to **KEEN**, or
  - b. Full refund of the course fee paid
  - c. Exception: if cancellation is necessary due to dangerous and/or unsuitable conditions for the activity (this may include poor air quality, fire danger, extreme heat, or other non-KEEN caused reason), no refund will be offered. **KEEN** retains the option to reschedule and/or make alternative plans, but this may not be possible in all situations.
- XIV. **KEEN** reserves the right to either cancel outright or remove individuals from any program/event/service at any time due to inappropriate behavior, suspicion of participants being under the influence of alcohol or drugs, lack of suitable clothing and equipment, or incomplete medical consent forms etc. We also reserve the right to cancel a program/event/service or remove a client due to incapacity or inability to meet the demands of a program/event/service. In such circumstances the client will not be entitled to a refund. We will not be liable for any losses resulting from this decision. If necessary, the client will be billed for any costs incurred. The decision to remove any participant from a program/event/service rests with **KEEN**.

#### **LIABILITY AND RISK**

- XV. All programs/events/services delivered by **KEEN** take place in areas that are not without inherent risk. We make every effort to minimize risks to our clients. Should any risk remain, we will then advise the safest way to proceed. All clients must follow our recommendations.
- XVI. All risk cannot be removed entirely, therefore any clients registering with **KEEN** must accept these risks as part of their chosen program/event/service.

#### **LOSS AND DAMAGE**

- XVII. **KEEN** is not responsible for loss or damage to personal property while attending our programs/events/services. Personal insurance is recommended to cover such circumstances.