

## Booking Terms and Conditions

### Fees and Booking

All courses are exempt of VAT.

Course places are reserved through either payment in full, or a deposit (typically 50%).

For deposits, remaining balances are due 6 weeks prior to course commencement, 12 weeks for overseas trips.

Where remaining balances are not paid in this timeframe, Mountain Independence reserve the right to treat the course place as cancelled, and not refund clients. If you are having trouble with meeting payments please speak with us as early as possible.

### Cancellation by Client

Clients must notify us of cancellation by email or post.

Refund figures below are based on clients having paid in full. For clients having paid a 50% deposit but not their remaining balance, refund figures on the deposit are show in brackets.

Once notified of cancellation, Mountain Independence will relist the course place and if resold, the client will receive a 90% refund, less 10% of the course fee, to cover administration and payment fees.

If the client cancels & the course place isn't resold, the client will be refunded based on how many weeks notice is given before the course commences, on the following basis;

75% (50%) refund - 6 weeks or more notice (12 weeks or more for overseas trips)

50% (0%) refund - 5 to 6 weeks notice (10 - 12 weeks for overseas trips)

25% (0%) refund - 4 to 5 weeks notice (8 - 10 weeks for overseas trips)

No refund - 4 weeks or less notice (8 weeks or less for overseas trips)

### Cancellation by Mountain Independence

Whilst every attempt is made to ensure courses run, Mountain Independence will notify clients as soon as practicable where we believe on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions.

Mountain Independence shall notify the client as soon as practicable before the commencement of a course, where numbers as a result of client(s) cancellation fail to reach a workable minimum for a course to run viably, or for reasons outside of our control.

In the event of cancellation clients may choose either to have a refund in full, or to book on alternate dates.

### Insurance

We recommend clients obtain insurance to cover all cancellation, expenses, personal accident, search & rescue (for overseas trips) & medical emergencies as well as equipment loss or theft. This may allow you to recover prior payments if you have to cancel, providing the circumstances of your cancellation are covered by the insurance contract.

Mountain Independence hold civil liability insurance, as do engaged instructors.

## Amendments

Substitution of the original client for another can be made with at least 2 weeks notice to us and the substituting client satisfying the prerequisites of the course. All substitutions must be made with our consent with both the substituted and substituting client being jointly and severally liable for the total course fee, as well, as an administrative cost of £25.00 per substitution.

A client may apply, in writing, to change course or course dates as long as the original booking is more than 6 weeks from the date of the request. The new course must be one that appears on our website. An administrative charge of £25.00 is payable at the time of change.

Any requests to change course or course dates within a 6 week period will be dealt with under the terms & conditions relating to cancellation by the client.

## Under 18's

We do not accept under 18s on open courses, private booking is essential. Any participant under the age of 18 must have permission of their parent/guardian with legal responsibility before being able to take part in any private activity/course. A parent/guardian with legal responsibility needs to be actively involved and present in the activity, and be aware of and accept the risks involved in adventure activities and satisfy themselves it is suitable for their young person. Close family/friends/siblings are not an acceptable substitute for a legal guardian/parent.

## Prerequisites

All bookings are at the discretion of Mountain Independence. We reserve the right to refuse clients who do not meet course prerequisites, to balance other clients experience and enjoyment. If you are unsure as to your suitability please contact us to discuss further.

For Mountain Training qualification courses, clients are required to meet the prerequisites as outlined by Mountain Training for the respective course, including scheme registration and evidencing experience requirements in DLOG. Failure to meet these prerequisites before commencement of a course will result in cancellation without refund.

## Health

Customers participating in courses/activities must expect to be involved in strenuous activities. Although prior experience and/or training is not necessary on all courses, customers are expected to be in reasonably good health.

The participation & medical form must be completed as part of the booking process. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration of the medical form and the commencement of the course must be reported.

We pride ourselves on being inclusive, but do reserve the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety and smooth running of the course. We are keen to support folk to enjoy adventures and have accommodated people with various physical disabilities previously, though this may need to be on private courses where we can support more fully. Please call to discuss as we're keen to support.

## Behaviour and Inclusivity

Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. We oppose all forms of discrimination and reserve the right to not tolerate the intolerant.

## Equipment

The customer is responsible for the safekeeping of equipment issued for during the course. With the exception of fair wear & tear, the company reserves the right to charge for equipment that has been lost or misused.

Personal property belonging to the customer is their responsibility, we cannot be held liable for loss or damage unless arising from specific negligence on our part.

## Safety

We put in place various measures to mitigate risk, but can never remove all risks. Participants should be aware of and accept the BMC Partent.

### **BMC Participation Statement**

**Climbing, hill walking and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement.**

Support British climbing Join the BMC today [www.thebmc.co.uk](http://www.thebmc.co.uk) 0161 445 6111 

By booking you confirm that you are familiar with the nature of the activity and acknowledge these risks. All bookings are on the basis that the customer will, at all times, observe the safety instructions given by instructors.

## Photographs

We commonly take photographs on courses to share with clients, and that may appear in our social media or promotional material. If you do not wish to be photographed, or do not want photos being used for promotional purposes please raise this with your instructor.

