

## **SUMMIT MOUNTAINEERING - TERMS AND CONDITONS - 07/04/10**

### **Definitions**

1. The company means Summit Mountaineering and all of its divisions and subsidiary company's.
2. The customer means any person, firm, company or other legal entity which places an order or buys any products or services from the company and includes the employee's servants, agents or sub-contractors of any such person, firm company or other legal entity.
3. Service means any course, accommodation or facility offered by the company. Contract means a contract between the company and the customer for the provision of products or services.
4. Statutory Interest means statutory interest for the late payment of commercial debts (Interest) Act 1998.
5. Terms and Conditions means these terms & conditions of provision.

### **Applicability of Terms & Conditions**

6. These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

### **Booking Conditions**

7. The contract shall be formed when the company acknowledges acceptance of the customers booking form and required payment.
8. Participation in adventurous activities entails some risk of injury. All staff employed by the company in the provision of these activities are trained and appropriately qualified to run activity sessions and will at all times proceed in a manor to limit the risk of injury. However, customers need to accept that accidents and injuries can happen.
9. Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by the company. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly.
10. The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.
11. All bookings are on the basis that the customer will, at all times, observe the safety

regulations set by the company. These may be written or verbal, dependent upon conditions and activity.

12. The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions.

13. Neither the company website or literature constitutes an offer and the company may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition.

14. All information is produced in good faith that it is accurate at the time of going to press.

15. Any current price list replaces all previous price lists.

### **Fees - Brochure and Closed Courses**

16. All brochure course fees are inclusive of VAT.

17. Places can only be reserved by the company receiving a completed booking form and the non-refundable deposit plus any insurance premium as per the schedule.

18. The balance of the fee is payable 8 weeks prior to the commencement of the course. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.

19. The whole course fee is required to reserve a place for any booking made within 8 weeks of the commencement of the course.

20. The credit/debit cards accepted are: Visa, Mastercard, Switch, Delta & Solo. Non-refundable deposits will be debited on receipt of the booking form. Balances will automatically be debited to your card 8 weeks prior to commencement of the course.

### **Fees - Instructor Only**

21. Educational activities may be exempt. Please call for details.

22. Consultancy Services – Standard Rated VAT will be added to all quoted rates.

23. Provisional bookings can only be confirmed upon receipt of the quoted fee.

### **All Fees**

24. If payment is not made in accordance with these conditions the company reserves the right to charge statutory interest on the overdue/outstanding balance for the period from the date on which payment became due until the date on which payment is made including any period after the date of judgement or decree against the customer.

25. In the event of any cheque from the customer being dishonoured a charge of £25, or such other sum as the company may from time to time advise the customer will be made to cover bank and administrative costs.

26. Cheques should be made payable to 'Summit Mountaineering'. Balance payments must be received 8 weeks prior to commencement of the course as no reminders will be sent.

27. The credit/debit cards accepted are: Visa, Mastercard, Switch, Delta & Solo. Non-refundable deposits will be debited on receipt of the booking form. Balances will automatically be debited to your card 8 weeks prior to commencement of the course/activity.

### **Amendments by the customer (Brochure/Closed Courses)**

28. Substitution of the original customer for another can be made provided at least 2 weeks notice is given by the substituted customer to the company and the substituting student satisfies the requirement of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee as well as an administrative cost of £25.00 per course/substitution.

29. A customer may apply, in writing, to change course or course dates as long as the original booking is more than 8 weeks from the date of the request. The new course must be one that appears on our website or is in the current brochure. An administrative charge of £25.00 is payable at the time of change. Any requests to change course or course dates within the 8 week period will be dealt with under the terms and conditions relating to cancellation by the customer.

### **Cancellation by the customer**

30. All cancellations must be in writing and sent either by post, or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

31. The customer will be charged on the following basis:

- a. Deposits are non-refundable.
- b. 75% of the total course fee where cancellation takes place less than 6 weeks but more than 2 weeks before the commencement of the course.
- c. 100% of the total course fee where cancellation takes place within the period of 1 - 14 days before the commencement date of the course.

### **Cancellation by the company**

32. Whilst every attempt is made to ensure that courses/activities actually run, the company will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the

course/activity.

33. The company shall notify the customer of cancellation not less than five days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.

34. Cancellation by the company does not affect a customer's right to a refund of travel costs that he/she may have incurred prior to the cancellation and since lost except in the circumstances set out in the clauses above.

35. In the event of cancellation customers will be offered the choice of the following options:

- a. Full refund of the fee paid.
- b. Another booking on a different date.

### **Health**

36. Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health. The company must be informed of any medical conditions at the time of booking. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy him/herself that taking part in the course is within his/her own capabilities. The company reserves 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.

### **Dietary Requirements**

37. Any special dietary requirements must be made at the time of booking, the company cannot accept responsibility for not being able to deliver special dietary needs at short notice.

### **Safety Regulations**

38. Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by the company's staff to provide realistic training in a safe manner. Customers participating in courses are expected to comply with all safety guidance and instructions given by the company and its staff.

### **Unruly behaviour**

39. Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. Any damage caused to property or equipment as a result of unruly behaviour will be charged for.

### **Personal Property**

40. Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to any negligence by the company or its representatives.

### **Complaints**

41. If the customer encounters any problem or difficulty the company will try and resolve them as soon as is possible. In the first instance report anything either to the instructor, the course director or the management.

### **Force Majeure**

42. The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

### **Intellectual Property**

43. Copyright and all other intellectual property rights in the products and services shown in the company's price lists, brochures and other literature shall remain at all time the property of the company. The customer shall acquire no rights in the products and services except as expressly provided for in these terms and conditions.

### **Photographs**

44. From time to time photographs taken on Summit Mountaineering activities and courses may appear in brochures and promotional material. If customers do not wish to be photographed please raise this with the course instructor at the time.

### **Data Protection**

45. The personal information requested by the company at the time of booking plus any subsequent information may be held in its original form and/or on computer. The information is required to assist the company, employees, agents and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers either by post or email. If you do not want to receive future mailings please advise us.

### **Applicable Law**

46. The contract will be governed by the laws of England any dispute will be dealt under the jurisdiction of the courts of England and Wales.

47. The statutory rights of the customer are not affected by the above.