

# Booking Terms and Conditions

## **Booking and Payments**

1. To confirm your booking, you are required to pay the full cost of your chosen course, guided walk, or activity. Once I receive your payment and booking form the contract between us will become binding. Please note, if you make payment and have not completed a booking form, the terms of this contract are still binding but the chosen activity will not go ahead or you will be unable to join until a booking form is completed and returned.

a. Hayley Webb Mountain Adventures will confirm the payment schedule, and when payments for activities will be due, failure to make payment on time as communicated will result in cancellation of your activity. Any payments made up to this point will be non-refundable.

2. Payment will be accepted by: -

- a. Bank Transfer – Details of which are on the booking form emailed to you.
- b. Online Payment through my website – please contact if using international cards as they are subject to 2.9% charge
- c. A stripe link sent directly to you

Hayley Webb will work with participants for payment schedules where appropriate for longer trips at her discretion. There may be dated payment schedules sent out upon enquiry for these.

3. After booking, you have 48 hours in which to change to another event or cancel your booking. If you cancel within 48 hours you will receive a full refund. After the 48-hour period, your deposit or payment becomes non-refundable. This includes altering the date event.

**I strongly recommend you take out cancellation and curtailment insurance.**

## **Cancellation of Booking by you- The participant**

4. Any cancellation must be notified in writing/email by the person who made the booking. If you cancel your course:

- a. Please refer to clause 3 which states that no refunds are payable if cancellation is made after the initial 48 hour period.
- b. For bookings made for activities where payments are made over split payment terms, all payments made up to the point of cancellation will not be refundable. However, if you have paid in full or paid more than the due amount, you will be refunded in line with the split payment dates.
  - i. Example: Booking Value £1,000. Initial Deposit £100.00 followed by 3 equal payments of £300.00. Full payment is due 10 weeks prior. Cancellation is made after second full installment, therefore the final payment will not be due. No refund of monies already paid.
  - ii. If any of the installments are made early, a refund will be calculated of that portion depending on the amount paid and when it was due.
- c. Places are not transferable by selling to others. Hayley Webb Mountain Adventures reserves the right to re-advertise the place(s) but this does not affect the cancellation policy of no refund being offered outside of the 48 hour window.

**Note: I appreciate that wholly unforeseen events may result in cancellation. I therefore strongly advise you to take out insurance against irrecoverable cancellation costs.**

## **Changes or Cancellation by Hayley Webb Mountain Adventures**

5. Before you enter into a contract with me, I reserve the right to change any of the facilities, services or prices described on any social media, emailed information brochures or website. I also reserve the right to cancel the activity or course. For example, if the minimum number of participants required for a trip is not fulfilled, I may have to cancel your activity. It is unlikely I will have to make any changes to your activity; however, I do plan the arrangements months in advance. Any changes are usually very minor, and I will advise you at the earliest possible date. If a major change becomes necessary, I will inform you as soon as reasonably possible if there is time before your course begins. A major change is an alteration of the start or finish time of your course by more than 12 hours, or a change of course location. When a major change or cancellation occurs, you will have the choice of either accepting the change of arrangements, changing to another available activity from me, or cancelling your activity. I will refund all payments made directly to me in respect of the course cost should you choose to cancel. I will not however be in a position to refund any personal expenses you may have incurred as a result of your booking such as travel and transport payments, travel insurance, accommodation, equipment purchases, visas, vaccinations etc.

## **Safety**

6. If I am required to cancel due to weather circumstances making the activity unsafe to continue, I will re-arrange dates to suit, there will be no refunds applicable. Hayley may at the most discretionary of times issue a partial refund where no reasonable reschedule can be fulfilled.
7. Hayley Webb Mountain Adventures reserves the right to vary walks or events from the specification set out in the confirmation. This is most likely to be a weather-dependent action, or ability within the group for safety reasons. I will aim to keep an event as true to the booking as possible. Please note, winter bookings will continue and be mountain skills based of some sort in the absence of winter conditions.
8. Under 18s must be accompanied by a parent or legal guardian throughout the event to be able to participate.
9. All bookings are made on the basis that customers will observe the safety instructions provided by Hayley Webb Mountain Adventures and her staff. To ignore these instructions, you do so at your own risk. The word of the instructor/leader/guide is final and no responsibility will be liable by Hayley Webb/Staff should instructions be ignored.
10. Hayley Webb Mountain Adventures reserves the right to exclude customers from an event if they are not adequately prepared, or their actions will jeopardise their own, other customer's, or the instructor's safety. Hayley Webb Mountain Adventures also reserve the right to exclude a customer if their attitude is aggressive or offensive. If you leave an event part way through and you and the guide are happy with the action, then the guide's duty of care over you ends there.
11. You the participant confirm that you will not attempt to repair, modify or tamper with any equipment provided to you for any purpose whilst engaging in any activity and will comply with all instructions in relation to the safe and proper use of such equipment. You will not use your own safety equipment unless checked over and agreed by Hayley or her staff.
12. Hayley Webb Mountain Adventures accepts no responsibility for customers' personal property that may be lost or damaged during the event. This includes property left in the leader's car during an event.
13. Participation in adventurous activities entails some risk of injury and death. Hayley Webb and any staff employed by her are trained and appropriately qualified to run activities and courses, they will at all times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen. To participate in the event, you will need to read my disclosure and sign the acknowledgement of risk.

## **Prior to Activities**

14. In the case where the organiser is not participating in the event, it is the organiser's responsibility to pass on all information to the participants (kit list, terms and conditions, and event information).
15. Hayley Webb Mountain Adventures responsibility for you on the event begins at the designated meet point on your event itinerary. Hayley Webb takes no responsibility for getting you to the beginning of the event.
16. By signing and completing a booking, you consent to Hayley Webb Mountain Adventures using any media (including photographs and/or video footage) made of you during the event which may or may not encompass property rights belonging to you.
17. These images may be used by Hayley Webb for publicity and training
18. purposes including, but not limited to, websites, marketing material, and in the media. If you do not wish for your image to be used, you must inform Hayley Webb before the event.
19. By completing the booking, you consent to your contact information being held by Hayley Webb Mountain Adventures.
20. This information will not be passed on to third parties. Your information and that of your emergency contact will however, be passed on to the appropriate staff running the event. Hayley Webb will destroy your details after 12 months of the activity.
21. By completing a booking, you are agreeing to the above terms and conditions.

## **Ongoing COVID notice.**

### **1. COVID: Lockdown/Restricted Movement**

a. The Client is accepting that should an event need to be cancelled by the Client or by Hayley Webb, due to the COVID Regulations restricting movement of the Client, (Government or local council), then the activity of a similar nature will be rescheduled for a time within 12 months from the date of the activity by Hayley Webb.

i. Formal validation of the restricted movement will be required

ii. A financial refund will not be applicable.

### **2. COVID: Positive COVID Results**

a. Should a client advise that that they hold a positive COVID result within 14 days of the due activity date, then validation of the test result will be required. A financial refund will not be applicable, but Hayley Webb may reschedule at her discretion.

b. Should Hayley Webb (or Associate who was intended to support the activity) advise that they hold a positive COVID result, within 14 days of the Activity, then validation of the test result will be shared where requested.

i. A replacement member of staff will be supplied to run the activity if available.

ii. The activity may be rebooked within 12 months from the date of the original activity date.

ii. If a suitable re-arrangement cannot be agreed, then a full refund will be provided.

.

### **3. COVID: Payment & Refunds**

a. By the absolute discretion of Hayley Webb Mountain Adventures, a refund request may be considered in particular circumstances pertaining to severe 'at risk matters', potential long-term disability due to COVID, severe health matters. In all such cases an Administration Fee of 25% of the full cost of the activity will be charged to account for administration costs along with the deposit; the remaining balance will be refunded.

### **4. COVID: Client Cancellation**

a. Where a client elects to advise that they would prefer/like to cancel an activity in light of COVID, but this is not validated to demonstrate the effects of COVID/Isolation requirements, but associated with personal choice, then normal Cancellation Policy terms will apply.

By completing and signing the booking form, you are agreeing to the above terms and conditions.

**Hayley Webb Mountain Adventures strongly recommends that you take out cancellation and curtailment insurance.**