



Mountaineerin Ltd

Booking Conditions

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Mountaineerin Ltd, Abacus House, 450 Warrington Road, Culcheth, WA3 5QX
Web: www.mountaineerin.com Email: simon@mountaineerin.com
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Registered No: 9013728
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Booking Conditions

1. Bookings and deposit

1.1 In order to secure your place on the activity (challenge, guided walk, expedition or bespoke) of your choice we will require a completed booking form and deposit. If the event is more than 60 days away customers may choose to pay a deposit rather than the full amount. Deposit amounts are as follows;

1.1.1 If the activity fee is under £100 per person we require a £30 deposit per person.

1.1.2 If the activity fee is under £400 per person we require a £50 deposit per person.

1.1.3 If the activity fee is over £401 per person we require a £100 deposit per person.

1.1.4 If the activity fee is over £500 per person we require a £200 deposit per person.

1.1.5 Some activities require a larger deposit due to cost incurred. This will be advised upon booking.

1.1.6.1 For transport only bookings where the total fee is under £500 the deposit is 10% in total.

1.1.6.2 For transport only bookings where the total fee is over £501 the deposit is £300 in total

1.2 You can pay by cheque, payable to Mountaineerin Ltd and forwarded to our postal address at; 17 Copperfield Close, Birchwood, Warrington, WA3 7PF, PayPal (this will be completed by PayPal invoice), credit or debit card taken over the phone or by pay by link and by bank transfer. Bank details are available on request.

For some events we also accept payment by monthly Direct Debit. If paying by Direct Debit the payment schedule will be set up with the total fee being equally divided by the number of the months from the date of booking to 1 month prior to the event start date. It is your responsibility to ensure there are sufficient cleared funds available on each requested payment date. If a payment is missed arrangements will need to be made to reschedule the payment as soon as possible.

1.3 When completing and submitting the booking form it is accepted that the group leader has the authority to accept and does accept, on behalf of themselves and their group the terms set out in these booking conditions.

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- 1.4 The balance of payment is due 60 days before the start date of the activity. If you book within that 60 day period then the full amount of the activity is immediately due. If the final balance is not received by the specified date Mountaineerin Ltd reserve the right to cancel your booking without refund.
- 1.5 To the best of our knowledge the information contained on our website and other promotional material is believed to be accurate and correct at the time of publication. On occasion however errors may occur. You must check the details of your planned trip or event prior to making your booking to confirm details seen are correct.

2. Cancellations and refunds

- 2.1 If the customer cancels for whatever reason the following charges/refunds apply:
 - 2.1.1 Cancellations made 60 days or more prior to the booked activity will incur loss of deposit.
 - 2.1.2 40% of the total booking fee will be refunded for cancellations made between 31 and 60 days of the start date of the activity.
 - 2.1.3 No refund will be made for cancellations made within 30 days of the start of the booked activity.
 - 2.1.4 Where the customer cancels due to being required to self isolate or having contracted Covid-19 efforts will be made to offer an alternative date or a full refund excluding monies that cannot be reclaimed.
- 2.2 If a customer does need to cancel the booked activity this must be done in writing or via email. Any refunds available will be calculated from the date of receipt of the written correspondence detailing the cancellation. Where possible efforts will be made to rearrange to avoid complete cancellation.

3. Package Travel (Financial Protection)

- 3.1 Mountaineerin Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Mountaineerin Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Mountaineerin Ltd.

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Claims

In accordance with Passenger protection policy for insolvency cover in respect of the Package Travel & Linked Travel Regulations 2018 all passengers booking with Mountaineerin Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation costs, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Mountaineerin Ltd.

There is no requirement for Financial Protection of day trips, and none is provided.

Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. - This insurance is only valid for passengers who book and pay directly with/to Mountaineerin Ltd. If you have booked and/or paid direct to a Travel Agent for a holiday with Mountaineerin Ltd please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance.

This Insurance has been arranged by International Passenger Protection Limited and underwritten by Liberty Mutual Insurance Europe SE. For further information please go to www.ipplondon.co.uk

CLAIMS PROCEDURE:

You must notify IPP as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff CF10 3DQ, United Kingdom.
Telephone: +44 (0)345 266 1872
Email: Insolvency-claims@ipplondon.co.uk
or online at <http://www.ipplondon.co.uk/claims.asp>

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

4. Activity Amendments and alterations

- 4.1 Due to the nature of the activities on offer, Mountaineerin Ltd reserves the right to alter travel arrangements, accommodation and itinerary at any time. In the unlikely event of this happening any amendments will usually be minor. Should any major amendments be made the customer

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will be consulted where possible prior to making any changes. No compensation will be payable. Mountaineerin Ltd will always aim to provide the activity as per the planned programme.

- 4.2 All prices advertised are accurate at the date published. In some circumstances situations arise that make it necessary to change the price for example; currency fluctuations, changes to park entrance fees or fluctuations in fuel costs. In such circumstances we may need to levy this charge at which time Mountaineerin Ltd will issue an amendment invoice giving you as much notice as possible regarding the changes. The cause for any amendments will be made clear from the outset.

5. Cancellations by Mountaineerin Ltd

- 5.1 Mountaineerin Ltd reserve the right to cancel activities at our discretion. If we are forced to do so we will work with you to attempt to find a suitable replacement or if not we will refund all of your money. However, Mountaineerin Ltd cannot be held responsible for any other loss that you may have incurred due to cancellation of your activity.

- 5.2 We often have minimum numbers to satisfy on events. Please do not book transport or accommodation until you have confirmed that we have filled the required number of spaces and that the course is definitely going ahead.

- 5.3 Cancellation by Mountaineerin Ltd may occur due to:

- Adverse weather conditions
- Minimum group numbers not being met
- Non payment by the customer

Note: this list is not exhaustive.

- 5.4 If the event has to be cancelled due to Covid-19 related issues such as travel restrictions or national lockdown a full refund or alternative date will be offered. Mountaineerin Ltd cannot be held responsible for any other loss that you may have incurred.

6. Responsibility and personal safety

- 6.1 Mountaineerin Ltd only hire qualified instructors and staff. All members hold current first aid certificates and have had the relevant Disclosure and Barring Records checks completed prior to being employed (if working with young people under 18 years of age.) Instructors will also carry emergency equipment sufficient for the planned activities. Mountaineerin Ltd recognises and advises that due to the very nature of the trip and activities it offers, accidents are possible and all customers must be aware of the risks.

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6.2 Mountaineerin Ltd cannot be held responsible for circumstances outside of our control and participation is at the risk of the customer.

6.3 Customers are required to bring personal walking equipment. Some of this is essential safety equipment. If the instructor leading your activity is unhappy at the suitability of your personal equipment for the activity they reserve the right to refuse to take you on the activity. There will be no monies refunded under such circumstances. Please do not hesitate to discuss equipment concerns with Mountaineerin Ltd prior to your activity, we will happily advise on purchases or bring spares that we hold if required. Prior to your activity you should be provided, by Mountaineerin Ltd with a kit list for the essentials needed for your chosen activity.

6.4 You must inform us of any known medical conditions that may affect you during your chosen activity. You will be expected to disclose this information on the informed consent form that will be provided prior to the activity.

Failure to disclose any relevant medical conditions that are later found out and increase the risk of your participation in the chosen activity could result in refusal to allow you to participate.

6.5 All customers certify that they are in good physical and mental health and are able to take part in the activity they are subscribing to. Customers must be aware that some activities involve prolonged physical exercise.

Where the customer is under 18 years of age parental consent will be required in order to allow participation in the activity. It is essential that all conditions no matter how minor are disclosed.

6.6 Where transport and drivers are used to support our services we ensure that all vehicles are fully insured, have the necessary operating licences required by law and the guidelines for driver hours and shifts are met. Our drivers hold the correct licences to enable them to drive the vehicle they will be operating. Some of our events are time bound and mean the driver hours and shift patterns need to be managed, any such details will be included in your itinerary. In general such timings are not negotiable as they are the law. If driver hours and shift lengths are likely to pose an issue we will discuss this with you at the earliest possible time.

6.7 All customers are advised to take out personal injury and cancellation insurance to protect themselves. Mountaineerin Ltd will be happy to advise of suitable insurers to contact for this should you need advice.

7. General

7.1 The customer will be led by a qualified instructor and agrees that their decision is final (including regarding their continuing participation in the activity) and will be led by them in all situations throughout the activity.

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- 7.2 Mountaineerin Ltd reserves the right to reject any customer at any time as a member of their group. Reasons for this may include; illegal actions or irresponsible behaviour which, endangers the customer, the instructor or any other customer. In the event of this happening no refund will be made and Mountaineerin Ltd will not accept any further liability or responsibility for the customer.
- 7.3 Should the customer at any point feel that the service provided has been unsatisfactory they are entitled to file a complaint with Mountaineerin Ltd. Complaints must be filed in writing within 7 days of completion of the service. After this 7 day period it will be assumed that the service/activity provided was satisfactory.

8. Risk Aware

- 8.1 Mountain activities carry risks. As a responsible provider of mountain activities the below is to highlight the possible risks to yourself whilst taking part in activities in mountainous terrain.
- 8.2 Mountaineerin Ltd and its staff take health and safety very seriously however it is acknowledged that risk cannot be completely eliminated. Below is a list of some of the dangers that can be encountered whilst taking part in activities in and around mountainous terrain. Customers should be aware that accidents in this type of environment can lead to serious injury and in extreme cases can be fatal.
- Physical and mental exertion (in some instances for prolonged periods of time).
 - Adverse and/or rapidly changing weather conditions (wind, rain, hail, snow, sun, storm, lightning etc).
 - Uneven, slippery and dangerous surfaces (slate, stone, rock, snow, ice, grass etc).
 - Road travel, road travel accidents.
 - Rock, ice fall.
 - Strong sun, UV exposure.
 - Cold related injuries.
 - AMS (Acute Mountain Sickness) including HAPE and HACE
 - Danger of Avalanche
- 8.3 The aims/goals of a particular activity (e.g. summit, specific routes, timeframe etc) may, during poor weather and route conditions not be obtainable. Mountaineerin Ltd will not be held responsible for such problems. Mountainous terrain can be unpredictable and this must be noted by all customers. The safety of the group is paramount to any goals or aim.
- 8.4 The mountain leader or instructor leading the activity is responsible for all decisions during the activity. Their decisions regarding route selection, the conditions as well as suitability and

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continued participation of the customer is final. It is possible that conditions affecting the suitability of any activity could change at short notice. Customers should note that this is a possibility at any time of the year in the mountains. Every effort will be made by Mountaineerin Ltd and its instructors to ensure the planned programme is followed where possible. This can never be guaranteed however.

- 8.5 Some of our events include visits to or take place in developing countries. Please note that the standard of medical care, facilities and transport facilities will not necessarily be of the same standard as the UK. Vehicles in particular may not include seat belts or be subject to a standardised MOT type test. Every effort is always made to ensure the above are safe and fit for purpose. If it is felt the above are not fit for purpose alternative options will be sought.

For more information regarding a particular countries political state, general health and safety and other details you can visit the UK Foreign and Commonwealth Office website. <https://www.gov.uk/government/organisations/foreign-commonwealth-office>

- 8.6 As part of our commitment to ensuring we deliver responsible events we ask all participants to complete an Informed Consent form & Health Questionnaire. This will be requested at least 60 days prior to the event. This information is required for insurance purposes and also so we have the relevant details in the event of an accident. No client will be allowed to participate without completing the requested form.

9. About You

- 9.1 Mountaineerin Ltd collects information such as name, contact details, basic medical information and such details in order to ensure participants are fit to travel and for us to deliver our events safely and appropriately. This information is never share with a 3rd party. Information is collected upon booking and from informed consent details collected prior to the event. Please note that basic relevant details (date of birth, medical conditions etc) may be shared with medical professional and emergency services in the event of an emergency or incident. This is done only in the interest of the participant.

If you have any concerns about how we use your information or you wish to withhold information please contact us. We do require

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